

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. August 18, 2009

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on August 11, 2009

AWARDS AND PROCLAMATIONS

- Proclamations:

Project ReDirector Month
100th Birthday of the Mentholatum Company Building
- Awards:

City of Wichita Service Award
Firefighter of the Year Award

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

None

III. NEW COUNCIL BUSINESS

1. Public Hearing for Building Facade Project – Lofts at St. Francis. (District I)

RECOMMENDED ACTION: Close the public hearing; find and declare upon request of the Mayor that a public emergency exists requiring the final passage of the ordinance on the date of its introduction; and adopt the maximum assessment ordinance for the Lofts at St. Francis building facade improvements and authorize the publication of the ordinance.

2. Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Berkshire Apartments. (District V)

RECOMMENDED ACTION: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, approve the issuance of a letter of intent to issue industrial revenue bonds in an amount not-to-exceed \$6,150,000, with waiver of the 20% rehabilitation requirement, and the application for a sales tax exemption certificate, and authorize the necessary signatures.

3. Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Village Square Apartments. (District I)

RECOMMENDED ACTION: Close the public hearing; adopt the resolution of support for the application for Housing Tax Credits with waiver of the 20% market-rate unit requirement; and authorize the necessary signatures.

4. Rate Structure for Golf Courses.

RECOMMENDED ACTION: Approve the golf course rate structure, effective January 1, 2010.

5. City Hall Security and Landscape Enhancements. (District VI)

RECOMMENDED ACTION: Adopt the resolution; approve the bid with selected alternates; and authorize the necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

IV. NON-CONSENT PLANNING AGENDA

None

V. CONSENT PLANNING AGENDA (ITEMS 1 AND 2)

1. *SUB 2009-37 -- Plat of W & M Kramer First Addition located on the east side of 183rd Street West, north of 39th Street South. (County)

RECOMMENDED ACTION: Approve the document and plat and authorize the necessary signatures.

2. *VAC2009-00016 - Request to vacate the plattor's text to amend the uses allowed in a platted reserve; generally located north of K-96and east of Rock Road. (District II)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA (ITEMS 1 THROUGH 3)

1. *Ballard Aviation, Inc. - Assignment of Lease.

RECOMMENDED ACTION: Approve the assignment and assumption of the lease and authorize the necessary signatures.

2. *Hangar 16 Remodel for Customs - Change Order No. 1 - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the change order and authorize the necessary signatures.

3. *North Air Cargo Building - Gossen Livingston Associates - Supplemental Agreement No. 2 - Mid-Continent Airport.

RECOMMENDED ACTION: Approve Supplemental Agreement No. 2 with Gossen Livingston Associates, and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

1. Approval of travel expenses for Council Member Janet Miller and Kelly Harper, Wichita Area Sister Cities President, to attend the International Cities Conference in Paris, France and the Sister Cities Loire Festival in Orleans, France, September 21-27.

RECOMMENDED ACTION: Approve the expenditures.

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 17A)

1. Report of Board of Bids and Contracts dated August 17, 2009.

RECOMMENDED ACTION: Receive and file report; approve Contracts
authorize necessary signatures.

2. Applications for Licenses:

Special Event - September 26, 2009

Gary R Sawyer Wagonmaster 2009 Chili Cookoff 600 East Douglas

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2009</u>	<u>(Consumption on Premises)</u>
Richard D. Orr	L.W. Clapp Golf Course*	4611 East Harry

* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates:

a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Street Paving, Drainage and Water System Improvements in Bellechase Second addition, east of 127th Street East, north of Harry. (District II)
- b. Sanitary Sewer and Water System in Sierra Hills Second Addition, north of Pawnee, west of 143rd Street East. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

6. Consideration of Street Closures/Uses.

- a. Street Closures: Streets crossing the UPRR in north Wichita. (Districts I and II)
- b. Street Closures: West Street, Maple to Central. (Districts IV and VI)

RECOMMENDED ACTION: Approve street closure.

7. Agreements/Contracts:

- a. Easement Encroachment Agreement for Collegiate School, Inc. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Design Services Agreement:

- a. Cox Machine Third Addition, east of Hoover, north of 21st Street. (District V)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

9. Change Order:

- a. Mid-Continent Water Quality Reclamation Facility - Change Order.

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

10. Property Acquisitions:

- a. Partial Acquisition of 2139 South Maize for the Maize: Pawnee to Kellogg Improvement Project. (District IV)
b. Acquisition of a Temporary Easement at the northeast corner of Murdock and Custer for the 9th Street Drainage Outfall Project. (District VI)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

11. Minutes of Advisory Boards/Commissions

Board of Code Standards and Appeals, July 13, 2009

Board of Appeals of Plumbers and Gas Fitters, July 8th 2009

RECOMMENDED ACTION: Receive and file.

12. Repair or Removal of Dangerous and Unsafe Structures. (District I)

<u>Property Address</u>	<u>Council District</u>
a) 1035 North Indiana	I

RECOMMENDED ACTION: Adopt the resolutions to schedule a public hearing before the City Council on October 13, 2009 at 9:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

13. Weapons Destruction.

RECOMMENDED ACTION: Receive and file the list of weapons to be destroyed.

14. 2009 Self-Insurance Health Program-Plan Amendment CHIPRA-7.

RECOMMENDED ACTION: Approve Plan Amendment 2009 CHIPRA-7 and authorize the appropriate signatures.

15. ARRA Street Maintenance Projects. (Districts I and VI)

RECOMMENDED ACTION: Approve the projects.

16. Request for Sewer Service outside the City Limits of Wichita and Petition and Consent to Annexation.

RECOMMENDED ACTION: Approve the application for outside City sewer services and authorize the necessary signatures.

17. Second Reading Ordinances: (First Read August 11, 2009)

- a. List of Second Reading Ordinances (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

City of Wichita
City Council Meeting
August 18, 2009

TO: Mayor and City Council

SUBJECT: Public Hearing for Building Facade Project – Lofts at St. Francis (District I)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing, declare an emergency and approve the ordinance on first reading.

Background: In 2006, Real Development purchased the former mattress factory located at the southwest corner of St. Francis and William in Downtown Wichita and converted it to a 28-unit residential condominium property. In 2008, heavy spring and summer rainfall caused rainwater to enter some condo units through cracks in the brick façade of the building, causing serious damage. Some emergency repair work was completed on the building in the summer of 2008, but the entire building façade needs tuck-pointing to ensure it will remain water-tight on a long-term basis.

The Lofts at St. Francis Homeowners Association has applied to the City's Façade Improvement Program to finance the needed façade repairs with special assessments. A petition signed by 100% of the condo owners was approved by the City Council on July 28, 2009 and a public hearing was set for August 18, 2009 to consider the adoption of a maximum assessment ordinance to finance the façade improvements.

Analysis: Under the recently approved changes to the policy and procedures for the Façade Improvement Program, special assessments must be levied against the benefiting property prior to starting the improvement project, by means of adoption of a maximum assessment ordinance following a public hearing.

The Homeowners Association has solicited competitive bids for the façade repair work from three qualified contractors, with the lowest bid being \$92,940. Allowing for a 10% contingency, 2% Public Works administrative fee and architectural/inspection costs, the total petition amount is \$112,620. Work completed prior to now is not included in the petition amount and only eligible costs will be paid.

The recent changes to the guidelines for this program require that the amount of the public façade funding be matched with private investment. This façade repair project does not include a concurrent private investment. However, when the property was redeveloped by Real Development in 2006, the private investment was many times the amount of the proposed façade project. The building is now appraised by Sedgwick County for over \$6,000,000. Because of this, the City considers the matching requirement to be fulfilled and has waived the requirement for a new appraisal.

Another policy requirement is a financial analysis to determine the need for public financing to complete the project. This project does not lend itself to this type of gap analysis; however, staff has determined through contact with banks that conventional financing will be impossible to obtain for exterior repairs to a residential condominium property like this. Each individual condo owner would be required to personally fund a share of the cost. The façade program is therefore needed to finance the façade repairs as it would not be feasible for each individual owner to personally fund the cost absent a façade program.

Financial Considerations: The maximum assessment amount is \$112,620. Included in this amount is the estimated cost of façade improvements (\$92,940), a 10% contingency allowance, a 2% administrative fee and financing costs. The actual amount to be assessed to the property, not to exceed \$112,620, will be based on a final statement of costs following completion of construction and will be financed with 15-year special assessment G.O. bonds.

Goal Impact: This project addresses the Dynamic Core Area goal by facilitating improvements to a privately owned building in the Arena Neighborhood Redevelopment Plan area.

Legal Considerations: State statutes provide the City Council authority to use special assessment funding for the project. A formal public hearing is required as part of the approval process. The petition was approved and the resolution was adopted (July 28, 2009) establishing the maximum amount for the special assessment district. The actual amount to be special assessed at the completion of construction may be less, but they may not exceed the amounts included in the petition, resolution and ordinance.

Ordinances allow a 31-day window for prepayment of the assessment from the date of adoption. In the event actual costs are less than the amounts assessed, rebates will be calculated and distributed to any property owner that has elected to prepay assessments at that time.

Representatives from the Lofts at St. Francis Homeowners Association have requested the City exercise emergency adoption of the ordinance on first reading to allow construction to commence immediately. In as much as the petition submitted represents 100% of the property ownership, a challenge or protest of the Council's action is unlikely.

The attached authorizing ordinance and the Declaration of Emergency have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council close the public hearing; find and declare upon request of the Mayor that a public emergency exists requiring the final passage of the ordinance on the date of its introduction; and adopt the maximum assessment ordinance for the Lofts at St. Francis building facade improvements and authorize the publication of the ordinance.

Attachments: Maximum Assessment Ordinance

ORDINANCE NO. 48-411

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 09-257 OF THE CITY (LOFTS AT ST. FRANCIS FACADE IMPROVEMENT DISTRICT).

WHEREAS, pursuant to Resolution No. 09-257 of the City of Wichita, Kansas (the “City”) adopted on July 28, 2009, the Governing Body has authorized the creation of an improvement district and the construction of the following improvements (the “Improvements”):

Facade Improvements at 201 S. St. Francis Avenue abutting public ways, including St. Francis Avenue, William Street and the North-South Alley between St. Francis Avenue and Topeka Avenue.

WHEREAS, prior to commencement of construction of the Improvements, the City has determined the maximum amount of assessment against each lot, piece or parcel of land deemed to be benefited by the Improvements based on the approved estimate of cost of the Improvements and has held a public hearing on the proposed maximum special assessments to be levied against property in the improvement district for the cost of construction of the Improvements after providing notice of such hearing as required by K.S.A. 12-6a09; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq.*, special assessments to pay the costs of the Improvements are hereby levied and assessed against the lots, pieces and parcels of land liable therefore as described on Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land; provided, however, that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth on Exhibit A, the Governing Body of the City shall adjust the assessments to reflect the cost of the completed Improvements. If any property owner elects to prepay the maximum assessment as provided in Section 2 and the final cost of the completed Improvements as determined by the Governing Body is less than the estimated cost of the Improvements used to determine the maximum assessments, the City Clerk shall mail a check to the then current owner of the property for the difference.

SECTION 2. The amounts so levied and assessed shall be due and payable from and after the date of publication of this Ordinance; and the City Clerk shall notify the owners of the affected properties of the amounts of their assessments, that unless the assessments are paid by

the Prepayment Date (as defined herein), bonds will be issued therefore and such assessments will be levied concurrently with general taxes and be payable in 15 annual installments. The "Prepayment Date" shall be September 11, 2009, unless the Prepayment Date is extended by a motion, resolution or ordinance of the City, following which notice of the extended Prepayment Date shall be mailed to the owners of record of all property in the improvement district.

SECTION 3. The City Clerk shall certify to the County Clerk, in the same manner and at the same time as other taxes are certified, for a period of 15 years, all of the assessments which have not been paid by the Prepayment Date, together with interest on such amount thereof at a rate not exceeding the maximum rate as prescribed by the laws of the state of Kansas; and such amounts shall be placed on the tax rolls and collected as other taxes are collected, the levy for each year being a portion of the principal amount of the assessment plus one year's interest on the amount remaining unpaid.

SECTION 4. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper. The City Clerk is directed to file this Ordinance with the Register of Deeds of Sedgwick County, Kansas.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on August 18, 2009.

(Seal)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

EXHIBIT A

Building Facade Improvement 201 S. St. Francis

Property Subject to Assessment	Proposed Maximum Assessment
Unit 100, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960001	\$4,022.15
Unit 101, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960002	\$4,022.15
Unit 102, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960003	\$4,022.15
Unit 103, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960004	\$4,022.15
Unit 104, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960005	\$4,022.15
Unit 105, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960006	\$4,022.15

EXHIBIT A (Continued)

Building Facade Improvement 201 S. St. Francis

Property Subject to Assessment	Proposed Maximum Assessment
Unit 200, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960007	\$4,022.15
Unit 201, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960008	\$4,022.15
Unit 202, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960009	\$4,022.15
Unit 203, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960010	\$4,022.15
Unit 300, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960011	\$4,022.15
Unit 301, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960012	\$4,022.15

EXHIBIT A (Continued)

Building Facade Improvement 201 S. St. Francis

Property Subject to Assessment	Proposed Maximum Assessment
Unit 302, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960013	\$4,022.15
Unit 303, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960014	\$4,022.15
Unit 304, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960015	\$4,022.15
Unit 305, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960016	\$4,022.15
Unit 400, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960017	\$4,022.15
Unit 401, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960018	\$4,022.15

EXHIBIT A (Continued)

Building Facade Improvement 201 S. St. Francis

Property Subject to Assessment	Proposed Maximum Assessment
Unit 402, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960019	\$4,022.15
Unit 403, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960020	\$4,022.15
Unit 404, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960021	\$4,022.15
Unit 405, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960022	\$4,022.15
Unit 500, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960023	\$4,022.15
Unit 501, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960024	\$4,022.15

EXHIBIT A (Continued)

Building Facade Improvement 201 S. St. Francis

Property Subject to Assessment	Proposed Maximum Assessment
Unit 502, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960025	\$4,022.15
Unit 503, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960026	\$4,022.15
Unit 504, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960027	\$4,022.15
Unit 505, in the Lofts at St. Francis, a Condominium Located on Lots 14-16, 4 th , Now St. Francis Ave. in English's Addition, in Wichita, Sedgwick County, Kansas	
Tax Key #B 041960028	\$4,022.15

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE FINAL ADOPTION OF AN ORDINANCE AS DESIGNATED BELOW.

I, CARL BREWER, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the date of its introduction, *to-wit*, August 18, 2009, of an ordinance entitled:

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 09-257 OF THE CITY (LOFTS AT ST. FRANCIS FACADE IMPROVEMENT DISTRICT)

The general nature of such emergency is to enable the immediate commencement of facade improvements within the benefit district.

It is, therefore, expedient at this time that the City Council find and declare that a public emergency exists by reason of the foregoing, and that the above entitled Ordinance be finally adopted on the date of its introduction.

EXECUTED at Wichita, Kansas, on August 18, 2009.

Carl Brewer, Mayor

Karen Sublett, City Clerk

City of Wichita
City Council Meeting
August 18, 2009

TO: Mayor and City Council

SUBJECT: Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Berkshire Apartments (District V)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, approve the issuance of a letter of intent to issue industrial revenue bonds in an amount not-to-exceed \$6,150,000, with waiver of the 20% rehabilitation requirement, and the application for a sales tax exemption certificate, and authorize the necessary signatures.

Background: The Housing Tax Credit Program is administered by the Kansas Housing Resources Corporation. Enacted in the Tax Reform Act of 1986, the Housing Tax Credit Program is designed to secure private equity capital for the development of affordable rental housing. The Program can provide as much as 55%-60% of the total development cost, which reduces the amount of debt financing in affordable rental housing developments. This allows lower rents and greater affordability. The State receives a tax credit allocation from the Federal government, and requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the Program.

The City has received a request from SLCas, LLC, for a City Council resolution of support for its application for 4% Housing Tax Credits in connection with the acquisition and renovation of the Berkshire Apartments. The developers are also requesting a letter of intent to issue industrial revenue bonds (IRBs) in an amount not to exceed \$6,150,000.

Under the City's adopted Housing Tax Credit policy, developers/owners must present proposed Housing Tax Credit projects to the applicable District Advisory Board (DAB). The policy also requires a review by the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) also review the project for zoning and design appropriateness and provide comment regarding consistency with neighborhood plans, if applicable. Once the project is reviewed by the DAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the Housing Tax Credit application and IRB letter of intent.

Analysis: The Berkshire Apartments complex is located on two separate sites, 8820/9040 Westlawn, and 8626 Westlawn. According to the documentation submitted in connection with the request, the apartment complex offers a total of 252 apartment units, consisting of 30 one-bedroom units, 198 two-bedroom units, and 24 three-bedroom units. The project scope involves a general renovation, including exterior siding replacement/repairs, downspout/guttering repair, soffit repair/replacement, stair tread replacement, roof replacement/repairs, irrigation and drainage improvements, repairs to patio fences and decks and railings, window replacement, kitchen upgrades, replacement of HVAC units, parking lot improvements, and renovation of the clubhouse facility.

The City's HTC Policy requires a set-aside of 20% of the units for market-rate tenants. The developer intends to comply with this requirement, so the HTC affordability restrictions will apply to 201 units,

with 51 units reserved for market-rate tenants. Monthly rent amounts for affordable units are estimated to range from \$485 to \$500 for the one bedroom units, \$620 to \$700 for the two-bedroom units, and \$710 to \$740 for the three-bedroom units, net of utility allowances. The monthly rent amounts for market-rate units are estimated to be slightly higher.

The Planning Department has reviewed the project in accordance with the HTC policy. The 8820/9040 Westlawn property site is zoned MF-29. There are 156 apartment units offered at this location. The 8626 Westlawn site is zoned TF-3. There are 96 apartment units offered at this location. Planning comments reflect that the sites are properly zoned, and that the developer would be responsible for complying with the zoning code's screening and landscape buffer requirements, if the requirements have not already been met, with respect to the SF-5 zoning area that is located to the west of the 8820/9040 Westlawn site. Planning further noted that the proposed renovation is consistent with the Wichita-Sedgwick County Comprehensive Plan Functional Land Use Map, and with the existing land use and development pattern of the immediate area.

The City's Office of Central Inspection (OCI) has reviewed the proposed project. OCI has advised that given the nature and extent of the proposed remodeling of the apartment buildings and housing units, there will be no requirement to come into compliance with current minimum parking, screening, ADA and/or landscape buffering/landscape street yard requirements of the Unified Zoning Code (UZC) or the Landscape Ordinance, but recommends compliance with the screening and Landscape Ordinance requirements, if the facilities do not currently meet these minimum standards. Further, remodeling of the clubhouse and proposed parking lot upgrades would result in the need to require Americans With Disabilities Act Accessibility Guidelines (ADAAG) upgrades, limited to 20% of the overall remodeling that may affect any functional areas of these more "public" spaces.

The DCC voted to recommend adoption of the resolution of support, and DAB V voted (6-0) to recommend adoption of the resolution of support.

Housing and Community Services believes that the proposed project will improve the existing site and buildings involved, and will provide safe, clean affordable rental housing. Staff recommends adoption of the resolution of support by the City Council.

The resolution of support will not constitute final plan or design approval. If the project is awarded Housing Tax Credits, the project developer must comply with all requirements associated with appropriate plan reviews required for issuance of a City building permit. These reviews will include compliance with the City of Wichita's Housing Tax Credit Policy design guidelines. Further, the developer must comply with any additional reviews that may be requested by the City Council member in whose district the proposed project is planned.

Under federal law, a developer must use tax-exempt bonds to finance multi-family housing projects in order to qualify for 4% housing tax credits. The City's economic development incentive policy allows the issuance of IRBs for this purpose, provided that the property shall not receive property tax abatements, and provided that the cost of rehabilitation will be a minimum of 20% of the acquisition cost of the property. The proposed project rehabilitation costs are 18% of the acquisition price. Thus, a waiver of City policy will be required. Property purchased with bond proceeds, such as construction materials and furnishings, is eligible for sales tax exemption, with the authorization of the City Council. The developer has agreed to comply with the City's letter of intent conditions for the issuance of the IRBs.

Office of Urban Development staff conducted an informal background check on the developer without significant findings.

Financial Consideration: The total project cost is estimated to be \$12,000,000, including approximately \$1,600,000 in rehabilitation expenses, depending on the final scope of work. The developer intends to finance the project utilizing funding from the sale of 4% housing tax credits, and cash equity. The 4% housing tax credits do not involve a competitive application process, but require the issuance of tax-exempt qualified residential housing bonds for the debt-financed portion of the project, which is estimated

to be \$6,150,000. The developer agrees to pay all of the City's costs associated with the issuance of the IRBs and to pay the City's \$2,500 annual administrative service fee.

Goal Impact: The proposed project contributes to the City Council goal of Economic Vitality and Affordable Living.

Legal Consideration: The developer has complied with the Housing Tax Credit policy requirements as specified in City Council Resolution No. R 07-584. A resolution document has been approved as to form by the City Law Department.

Recommendation/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning ordinances and any additional design review requirements, approve the issuance of a letter of intent to issue industrial revenue bonds in the amount not-to-exceed \$6,150,000, with waiver of the 20% rehabilitation requirement, and the application for a sales tax exemption certificate, and authorize the necessary signatures.

Attachment: Resolution document.

RESOLUTION NO. 09-270

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by Builders, Inc., that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

TRACT 1: The South 350 feet of the East 650 feet of Lot 11, Block A, Jamesburg Park Addition, Sedgwick County, Kansas

TRACT 2: That part of Lot 11, Block A, Jamesburg Park, an addition to Wichita, Sedgwick County, Kansas, described as beginning at the Southwest Corner thereof, thence North 00 Degrees East along the West line of said Lot 11, 298.87 feet; thence South 88 Degrees, 32', 48" East, 341.55 feet; thence South 01 Degrees, 27' 12" West, 62 feet; thence South 88 Degrees 32' 48" East 265.50 feet to a point 65 feet West of the East line of Said Lot 11; thence South 01 Degrees 27' 12" West, parallel with the East line of said Lot 11, to the South line of said Lot 11, thence 557 feet West along the South line of said lot 11 to the P.C. of a curve to the right, having a radius of 406 feet; thence continuing Westerly, along the South line of said Lot 11 and said curve having an arc distance of 42.55 feet to the place of beginning.

TRACT 3: Lot 38, Westwind Addition, Sedgwick County, Kansas.

WHEREAS, this housing development will offer a total of 252 units of housing, including 30 one-bedroom, 198 two-bedroom units, and 24 three-bedroom units; and

WHEREAS, this resolution shall apply to 201 units of housing, to be assisted with subsidies provided under the Housing Tax Credit Program, for the purpose of acquiring and renovating said apartment complex, with renovation project to include exterior siding replacement/repairs, downspout/guttering repair, soffit repair/replacement, stair tread replacement, roof replacement/repairs, irrigation and drainage improvements, repairs to patio fences and decks and railings, window replacement, kitchen upgrades, replacement of HVAC units, parking lot improvements, construction of 50 carports/garages, renovation of the clubhouse facility.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances

and the building permit process. This Resolution is effective until August 18, 2010. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department and the Office of Central Inspection, after the project is approved for tax credits. During that review, complete building plans may be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit.

All projects must comply with all applicable building codes, zoning codes, ordinances, and requirements.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this 18th day of August, 2009.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

Agenda Item No. III-3

**City of Wichita
City Council Meeting
August 18, 2009**

TO: Mayor and City Council

SUBJECT: Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Village Square Apartments (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing and adopt the resolution of support for the application for Housing Tax Credits with waiver of the 20% market-rate unit requirement, and authorize the necessary signatures.

Background: The Housing Tax Credit Program is administered by the Kansas Housing Resources Corporation. Enacted in the Tax Reform Act of 1986, the Housing Tax Credit Program is designed to secure private equity capital for the development of affordable rental housing. The Program can provide as much as 55%-60% of the total development cost, which reduces the amount of debt financing in affordable rental housing developments. This allows lower rents and greater affordability. The State receives a tax credit allocation from the Federal government, and requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the Program.

The City has received a request from Mennonite Housing Rehabilitation Services, Inc. (MHRS), for a City Council resolution of support for an application for Housing Tax Credits in connection with the proposed Village Square Apartments project.

Under the City's adopted Housing Tax Credit policy, developers/owners must present proposed Housing Tax Credit projects to the applicable District Advisory Board (DAB). The policy also requires a review by the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) also review the project for zoning and design appropriateness and provide comment regarding consistency with neighborhood plans, if applicable. Once the project is reviewed by the DAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the Housing Tax Credit application.

Analysis: The proposed project involves development of the Village Square Apartments complex, which is to be located at 2031 E. 16th Street, and adjacent sites to the south, between Piatt and Ash. The two existing structures on the project site will be demolished, in order to construct four two-story buildings that will offer 47 apartment units for rent plus one unit for the management office. The buildings will have basements, which can be utilized for storage and a storm shelter. The developer initially submitted a plan which called for 59 units for rent plus a management office. During the review process the developer agreed to reduce the size of the project based on feedback from a variety of sources including DAB members and neighborhood residents.

The City's HTC Policy requires a set-aside of 20% of the units for market-rate tenants. MHRS is seeking waiver of this requirement, due to extenuating circumstances. MHRS advises that its new 36-unit apartment complex located at 9th and Madison has been extremely successful, and demonstrates a significant need in the community for high quality, affordable rental housing. There are currently 40 applicants on the waiting list for a unit within the complex. Further MHRS has advised that the waiver is necessary due to current market conditions, with respect to the sale of the HTCs.

The City's Planning Department has provided comment regarding the proposed project, with respect to zoning compliance and consistency with the Central Northeast Neighborhood Plan. Planning staff have indicated that most of the project site is zoned "B" Multi-Family, which is proper zoning for the project, but that it would be necessary for the developer to apply for re-zoning of, or for a conditional use permit for, lots 59 and 61, which are currently zoned TF-3, in order to accommodate a portion of the parking lot for the project. The revised project plan may require a minimal parking variance. Planning staff recommends that paving of 16th Street be required, between Piatt and Ash, if the project goes forward. The developer has committed to paving 16th Street.

Planning staff does not consider the project to be consistent with the Central Northeast Area Neighborhood Plan, which encourages and promotes owner-occupied housing initiatives, and further commented that additional and/or better quality rental housing will not improve the high-crime problem that exists in this area of the neighborhood.

The City's Office of Central Inspection (OCI) has reviewed the proposed project. OCI has indicated that the trash dumpster enclosure areas should not be located within the building setbacks, and recommends re-location to at least 20' from the property line. Solid screening will be required for the part of the project site that is adjacent to the north line of 1625 N. Ash, as well as a landscape buffer, with a minimum 25' building setback from the project's south property line. The project will be subject to minimum Landscape Ordinance requirements. Variances and waivers can reduce the minimum requirements, and/or allow for a certain amount of landscaping in the Right-of Way provided it is maintained by the property owner. OCI recommends landscape buffering exceeding minimum Landscape Ordinance requirements, along the south project property line, given the height of the buildings. The apartment design must comply with Americans with Disabilities Act (ADA) design requirements.

The properties at 1648 N. Piatt and 2031 E. 16th Street North have condemnation cases pending through the Office of Central Inspection. Both cases were heard on August 4, 2009 and deferred until mid October.

The DCC is generally supportive of the project, but committee members expressed concern with respect to the reduction in parking capacity that would be required under the original proposal. The developer has since reduced the size of the project and the current parking plan is close to meeting local requirements. DAB I voted (6-4) to recommend denial of the request for the resolution of support, following comments from neighbors related to density and the height of the buildings. The DAB has not had an opportunity to review the revised project plan however the revisions address the issues raised at the DAB meeting regarding both density and height.

Housing and Community Services (HCS) believes that the proposed project will provide safe, clean affordable rental housing and resolves issues with blighted buildings, and is comfortable with the revised project plan regarding density and parking.

The resolution of support, if adopted, will not constitute final plan or design approval. If the project is awarded Housing Tax Credits, the project developer must comply with all requirements associated with appropriate plan reviews required for issuance of a City building permit. These reviews will include

compliance with the City of Wichita's Housing Tax Credit Policy design guidelines. Further, the developer must comply with any additional reviews that may be requested by the City Council member in whose district the proposed project is planned.

Financial Consideration: The revised project cost is estimated to be \$5,500,000. Financing includes proceeds from the sale of the HTCs, Federal Home Loan Bank funding, State HOME funds, and a private bank loan.

Goal Impact: The proposed project contributes to the City Council goal of Economic Vitality and Affordable Living.

Legal Consideration: The developer has complied with the Housing Tax Credit policy requirements as specified in City Council Resolution No. R 07-584. A resolution document has been approved as to form by the City Law Department.

Recommendation/Actions: It is recommended that the City Council close the public hearing and adopt the resolution of support for the application for Housing Tax Credits with waiver of the 20% market-rate unit requirement, and authorize the necessary signatures.

Attachment: Resolution document.

RESOLUTION NO. 09-271

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by Mennonite Housing Rehabilitation Services, Inc., that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

Lots 47, 49, 51, 53, 55, 57, 59, 61, 63, Strong, Now Ash Street, Logan Addition to Wichita, Sedgwick County, Kansas, and

Lots 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, Piatt Avenue, Logan Addition to Wichita, Sedgwick County, Kansas.

WHEREAS, the proposed housing development will contain 47 rental apartment units, plus 1 unit to be used as a management office. Said housing development will include four two-story buildings, with 12 units in each building, and with basements to serve as storage areas and storm shelters, in each building, and;

WHEREAS, this resolution shall apply to 47 apartment units, to be assisted with subsidies provided under the Housing Tax Credit Program,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until August 18, 2010. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department and the Office of Central Inspection, after the project is approved for tax credits. During that review, complete building plans may be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit.

All projects must comply with all applicable building codes, zoning codes, ordinances, and requirements.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this 18th day of August, 2009.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
 August 18, 2009

TO: Mayor and City Council

SUBJECT: Rate Structure for Golf Courses. (All Districts)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the golf course rate structure.

Background: The City currently operates five municipal courses. A Golf Advisory Committee was assembled in January 2009 to develop an appropriate golf fee schedule for the next 3-5 years to maintain quality golf courses. The committee developed recommendations that were presented in a public meeting on May 27, 2009, at MacDonald Golf Course. The committee reviewed public input and have presented recommendations for rate structure and customer service enhancements.

Analysis: The rate structure at the City golf courses is designed around base weekday and weekend green fees and a season ticket plan for area residents. Currently the base green fee rate at four of the City owned golf courses (Tex Consolver, L.W. Clapp, MacDonald and Sim) is \$20 on weekdays and \$22 on weekends. Green fees at Auburn Hills are \$23 on weekdays and \$28 on weekends. The base green fee was last adjusted in January, 2008. Season ticket pricing has not been adjusted since 2003. A recent survey of green fees at area public access courses that are most comparable to the City courses was conducted to establish market standards. The survey determined that weekday green fees at comparable area golf courses range from \$20 to \$24, and weekend rates at comparable area golf courses range from \$22 to \$34. The Department of Park and Recreation agrees with the rate structure recommendations of the Golf Advisory Committee and concurs that they meet the objective of keeping green fees at comparable market rates while allowing sufficient cost recovery to match increased costs along with providing customer service enhancements.

Regular Green Fees	Current	Proposed 2009	Proposed 2010	Proposed 2011
Weekday Green Fee LWC, Tex Consolver, MacDonald, Sim	\$20	\$21	\$22	\$23
Weekday Green Fee Auburn Hills	\$23	\$24	\$25	\$26
Weekend Green Fee LWC, Tex Consolver, MacDonald, Sim	\$22	\$23	\$24	\$25
Weekend Green Fee Auburn Hills	\$28	\$29	\$30	\$31
Carts				
18 hole rental	\$20	\$21	\$22	\$23
9 hole rental	\$11	\$12	\$13	\$14
Season Tickets				
5 Day Single	\$565	\$635	\$665	\$670
7 Day Single	\$725	\$800	\$840	\$880
5 Day Couple	\$700	\$800	\$840	\$880
7 Day Couple	\$875	\$970	\$1,015	\$1,065
5 Day Senior	\$75	\$150	\$160	\$170
5 Day Super Senior	NA	\$75	\$80	\$85
7 Day Retired Military	\$100	\$150	\$160	\$170
Student	\$125	\$125	\$125	\$125

Financial Considerations: This adjustment is projected to increase golf revenue by approximately \$396,000.00 in 2010.

Goal Impact: These recommendations will improve cost recovery and will improve customer service at City golf courses as well as improve the quality of life.

Legal Considerations: The law department has reviewed the recommendations.

Recommendation/Action: It is recommended that the City Council approve the golf course rate structure, effective October 1, 2009.

Attachments: Golf Advisory Committee recommendations.

Golf Advisory Committee

Recommendations

TO DEVELOP AN APPROPRIATE LONG-TERM FEE SCHEDULE
FOR CITY OF WICHITA GOLF COURSES

April 2009

Committee Members:

John Kemp, Chairperson

Greg Ferris, Vice Chair

Denise Morehead

Nile Dillmore

Dale Goter



INTEROFFICE MEMORANDUM

TO: Doug Kupper, Director of Park and Recreation

FROM: Golf Advisory Committee

SUBJECT: Long-term Golf Fee Structure and Policy Recommendations

DATE: April 21, 2009

Thank you for the opportunity to make our recommendations regarding the fee structure at City of Wichita Golf courses.

This committee was charged with recommending to the Park and Recreation Department, an appropriate golf fee schedule for the next 3-5 years to maintain quality golf courses. We feel that our recommendations, if implemented, create an equitable fee structure for player groups and also provide a means of revenue stability through future fee adjustments based on performance review and analysis.

We recommend changes to rates in several areas, including season tickets, green fees, and golf cart rentals. We also recommend policy changes in conjunction with these rates to enhance customer service and player opportunity.

Expenditure Control and Accountability

We recommend that the Golf Fund use diligence in implementing cost controls in conjunction with rate increases to assure success of this plan. As this is an enterprise fund that should not rely on a General Fund subsidy, expenditure controls will maintain the viability and health of the fund. We also recommend that each facility be evaluated independently based on cost recovery and that failure to perform would result in reduction of budgeted expenditures for that course until full cost recovery is met.

Recommended Rate Changes

Season Tickets

We recommend three policy changes to the existing season ticket structure. We recommend the creation of a Super Senior Ticket available for all citizens 70 years of age and older. We also recommend expanding access for Senior and Super Senior Season Ticket holders to the golf courses on weekend afternoons. We recommend that no new Couples Season Tickets be sold, but all existing Couples Season Ticket holders that wish to renew their tickets will be allowed to as long as they desire. We recommend no increase to student season tickets.

We recommend season ticket price increases to bring season ticket pricing up to a balanced level relative to regular green fee prices. Season ticket prices have not increased since 2003; therefore, the season ticket pricing adjustments recommended are greater than the recommended percentage increase in green fees. This is based on a desire to achieve a pricing balance between season tickets and the cost of regular green fees. We recommend no change to season ticket co-pay rates for Student, 5-Day, and 7-Day season tickets and only a moderate increase of the co-pay for Senior and the proposed Super Senior season tickets from \$9.50 to \$10.00. These proposed rate changes for 2009 are illustrated in the table below. We recommend that future increases to season ticket rates occur proportionately and concurrently with increases to

Season Ticket Adjustment				
Ticket Type	2003 Rate	Proposed Rate	Difference	Percent
5 Day Single	\$565	\$635	\$70	12.39%
7 Day Single	\$725	\$800	\$75	10.34%
5 Day Couple	\$700	\$800	\$100	14.29%
7 Day Couple	\$885	\$970	\$85	9.60%
5 Day Senior (62-69)	\$75	\$150	\$75	100.00%
5 Day Super Senior (70+)	-----	\$75	-----	-----
7 Day Retired Military	\$100	\$150	\$50	50.00%

Regular Green Fees

We recommend a one dollar increase to existing regular green fee rates effective for 2009, 2010 and 2011 and an additional increase of one dollar effective for

2012, 2013, and 2014. We recommend that this additional increase for 2012-2014 only be implemented if the fund balance continues to need additional revenue enhancement.

Cart Rentals

We recommend a one dollar increase to existing cart rental rates effective for 2009 and future years. We also recommend a change to the cart rental policy for groups of three or five players that would allow the rental of a cart for one-half price to the odd player when the entire group is renting carts.

Proposed Revenue Model					
	2010	2011	2012	2013	2014
Season Tickets	48,230	48,230	60,900	60,900	60,900
Additional Rounds	175,547	160,671	147,949	137,421	129,128
Green Fees	122,181	120,913	239,657	237,862	236,448
Cart Rentals	49,703	49,703	49,703	49,703	49,703
TOTALS	\$395,661	\$379,516	\$498,209	\$485,885	\$476,179

Season Tickets: Increased 4.76% between 2011 and 2012 to adjust to \$1 increase in green fees

Additional Rounds: \$19.37 of new revenue would be generated per round for every round over the 2006 total. Since the projections through 2014 show an increase over 2008 levels, which were low because of historic rainfall, an additional amount of new revenue is included in the model.

Green Fees: \$1 Increase in 2009, 2010 and 2011; and, an additional \$1 increase in 2012-2014, if necessary

Cart Rentals: Includes \$1 increase per cart

Additional Recommendations

Pro Shop Sales

We would like to recommend that staff provide City Council with information surrounding the existing pro shop sales agreement. We feel there is additional revenue potential for the City from golf supplies and equipment.

Customer Service

We would also recommend customer service improvements in the form of additional on course marshalling to improve the pace of play and additional concession counter staff to expedite improved food service be implemented. We would also suggest a "secret shopper" or other discrete evaluation process of customer service levels be implemented to assure consistent high quality service. It is also recommended that additional information on Golf operations

and policy continue to be available to customers at the golf courses and on the website.

Added Benefits to Golfers

While the committee struggled with trying to offset declining revenue by increasing fees, we felt that there should be some added benefits to the golfing public. Therefore, we have recommended the addition of a Super Senior Season Ticket that allows those golfers who have remained faithful to the municipal golf courses over the years, to enjoy lower costs. Senior Season Ticket and Super Senior Season Ticket holders that have not been able to use their senior ticket co-pay on the weekend will have access to the golf courses after noon on weekends. Single golfers will have the opportunity to rent a cart at half-price if they are with groups of three or five players and the entire group is renting carts. Customer service will be improved via improved customer relations and communications.

The City maintains good golf courses at a very reasonable price and these facilities are positive assets for our community. We feel these recommendations provide a plan that makes preservation of these assets possible while fairly distributing the costs among the golfing community.

Committee Members:

John Kemp, Chairperson

Greg Ferris, Vice Chair

Denise Morehead

Nile Dillmore

Dale Goter

**City of Wichita
City Council Meeting
August 18, 2009**

TO: Mayor and City Council

SUBJECT: City Hall Security and Landscape Enhancements (District VI)

INITIATED BY: Department of Public Works

AGENDA: New Business

Recommendation: Adopt the resolution and approve the bid.

Background: In September 2003, the City Council approved a contract with Schaefer Johnson Cox Frey Architecture (SJCF) for architectural services related to enhancing City Hall security through a redesign of first floor, exterior landscaping features and access to the auto service tunnel. On September 21, 2004, the City Council authorized expanding the scope of work to include parking lot modifications and a redesign of the atrium. On May 24, 2005, the City Council authorized expanding the project again to replace the emergency generator and install it at a new exterior location.

Analysis: The project phase involving the relocation of the emergency generator and securing of the tunnel has been completed. The final phase of the Landscape and Security Improvements to the City Hall campus has now been bid and is ready to begin construction. This final phase will focus primarily on revising the campus layout to prevent unauthorized vehicles from getting too close to City Hall, revising traffic flow and parking to fit the need for greater security, and enhancing the public's aesthetic experience going to and from City Hall while meeting the increased security needs. Below is a summary of changes to be made:

1. Per City Council approval on April 6th 2004, the City Hall parking garage, which is joined to the atrium, will be limited to use by City staff and elected officials. The garage north entrance will be moved to the west end and will be card access only.
2. All public parking will be limited to the surface lot southwest of City Hall. This lot will remain largely unchanged, but new parking lot access drives from Central and from 3rd St. will be constructed with new toll booths. City staff and City vehicles will be banned from this lot.
3. The existing parking-meter lot south of City Hall will have the meters removed, and a card-reader gate installed at the 3rd street entrance. This lot will be designated for City vehicles only.
4. The cooling towers and their brick enclosure will be relocated from west of City hall to a new location immediately south of Council Chambers. This modification will significantly open up the pedestrian walkway connecting the public parking with the south doors of the Atrium.
5. The large pedestrian ramps to the north and to the east of City Hall will be removed, making way for new ADA compliant walkways to better serve the needs of people going to and from the facility.
6. The current plaza area around City Hall will be revised, making it more attractive and user-friendly. A drop-off lane will also be added to allow east bound traffic on Central to safely serve passengers needing to visit City Hall.

7. A Police Memorial, which is not part of this project and is funded separately, will be constructed on the northeast corner of the campus under a separate contract. The design of this memorial has been integrated into the design of the campus revisions to provide a unified appearance.
8. A variety of physical barriers and landscaping will surround City Hall creating a more secure campus and a safer environment for both employees and the public. These barriers will form a perimeter defense to prevent vehicles from getting too close to City Hall from any direction.

Bids for this final phase were received on July 10. Key Construction Company was the low bidder with a base bid of \$3,156,000. By initiating the \$1,820,000 included for this project in the proposed 2009-2018 Capital Improvement Program (CIP), the project budget will be \$3,258,000. Of the six add-alternates included in the bid package, the two that are recommended to be accepted at this time are Alternate #1, the replacement of existing light poles in the surface parking area (\$15,000), and Alternate #4, the addition of LED floodlights to illuminate the four corners of City Hall (\$25,000). The acceptance of these add-alternates will leave a contingency fund of \$62,000 for any unforeseen conditions or expenditures during the project.

City Council had previously requested that consideration be given to the possibility of providing a cover for some of the ADA parking stalls. This was bid as Alternate #5, and the bid price of \$165,000 was more than the project budget could afford. However, this structure is something that can be easily added in the future as a separate project if the Council so directs and funding is available.

Financial Considerations: The project budget includes existing funds of \$1,438,000 remaining from funding allocations for earlier phases of the City Hall Security and Landscape Enhancements project. The proposed 2009 – 2018 CIP includes \$1,820,000 in 2009 for this project. The existing \$1,438,000 plus the \$1,820,000 of new funding combine to form the \$3,258,000 project budget.

Goal Impact: This project addresses the Safe & Secure Community goal by providing landscape and security improvements to City Hall.

Legal Considerations: The resolution has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council adopt the resolution, approve the bid with selected alternates and authorize the necessary signatures.

Attachments: Resolution and CIP sheet.

(Published in The Wichita Eagle August 21, 2009)

RESOLUTION NO. 09-278

A RESOLUTION DETERMINING THE ADVISABILITY OF MAKING CERTAIN PUBLIC IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; SETTING FORTH THE GENERAL NATURE AND THE ESTIMATED COST OF SUCH IMPROVEMENTS; AUTHORIZING AND PROVIDING FOR THE MAKING AND FINANCING OF THE IMPROVEMENT IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY; AND DIRECTING THE PUBLICATION OF THIS RESOLUTION.

WHEREAS, pursuant to K.S.A. 12-1024C, as amended by Charter Ordinance No. 156 of the City of Wichita, Kansas (the "City"), the City is authorized to issue general obligation bonds for the purpose of paying the cost of construction, purchase or improvement of any public improvements; and

WHEREAS, the City desired to design and construct City Hall Security and Landscape Enhancements at or near 455 N. Main Street in central Wichita, specifically modifications and improvements to the Surface Parking, Parking Garage, City Hall Patio Area, Stand-Off Barricades, Campus Ingress/Egress and Security/Landscaping.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. It is hereby found and finally determined to be advisable to make certain public improvements in the City, consisting of:

- (1) Architectural and engineering design of the enhancements, and
- (2) Construction of the enhancements, and
- (3) Any utility, paving, or other improvements incidental to the enhancements.

(The above-described design, construction and related site improvements are collectively referred to herein as the "Improvements").

SECTION 2: It is hereby found that the estimated or probable cost of the Improvements is not to exceed \$1,820,000; the cost of the Improvements shall be paid by the issuance and sale of general obligation bonds of the City in an amount not to exceed \$1,820,000, exclusive of the cost of interest on borrowed money.

SECTION 3: The Improvements are hereby authorized and ordered to be made in accordance with the findings set forth in Section 1 hereof, under the authority of and as provided by K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the City's official newspaper.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf
Director of Law

**City of Wichita
City Council Meeting
August 18, 2009**

TO: Mayor and City Council Members

SUBJECT: SUB 2009-37 -- Plat of W & M Kramer First Addition located on the east side of 183rd Street West, north of 39th Street South.

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (12-0)

Background: This site, consisting of two lots on 12.34 acres, is located within three miles of Wichita's city limits. This site is zoned RR Rural Residential.

Analysis: Since sanitary sewer is unavailable to serve this property, County Code Enforcement has approved the use of on-site sewerage facilities. As requested by the County Fire Department, a Private Drive Agreement/Joint Access has been submitted.

This plat has been approved by the Metropolitan Area Planning Commission, subject to conditions.

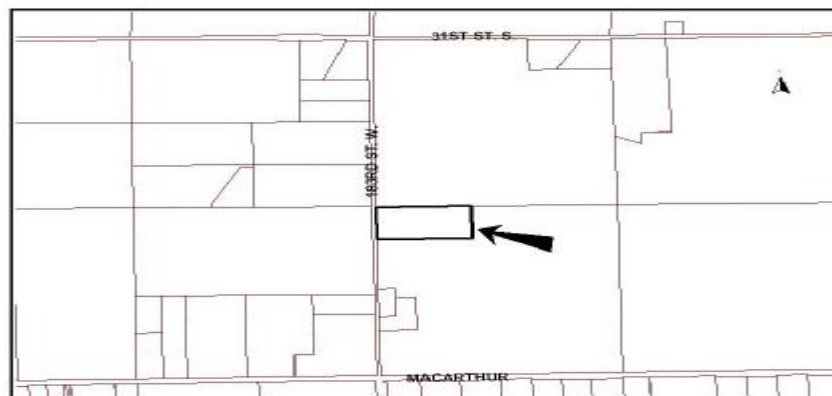
Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Private Drive Agreement/Joint Access will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the document and plat and authorize the necessary signatures.

Attachment: Private Drive Agreement/Joint Access



PRIVATE DRIVE AGREEMENT/ JOINT ACCESS

This indenture made this 27 day of July 2009, by Richard Kramer
Hereinafter referred to as "Grantors"

WITNESSETH:

That said Grantors, who are owners of the following described land:

W & M KRAMER FIRST ADDITION

Do hereby grant and create a perpetual access easement for ingress and egress purposes over
and across the following described real estates:

RESERVE A, W & M KRAMER FIRST ADDITION

Such access easement to provide a private ingress and egress point to 183rd Street West
as dedicated in the W & M KRAMER FIRST ADDITION, an addition to Sedgwick County, Kansas,
for the purpose of providing access to the following described tracts of real estate:

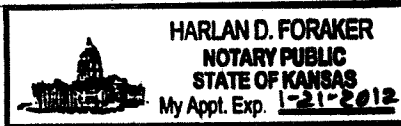
LOT 1 AND LOT 2, BLOCK A, W & M KRAMER FIRST ADDITION

Such access easement shall run with the land and be binding upon and inure to the
benefit of the heirs, successors and assigns of the Grantors. Construction and maintenance
costs for the private drive contained within the easement shall be shared equally between the
respective owners using said drive, based upon linear feet of usage. Such joint access easement
shall run with the land and be binding upon and inure to the benefit of the heirs, successors and
assigns of the Grantors, and shall be recorded in the office of the Register of Deeds for Sedgwick
County, Kansas.

Richard Kramer
Richard Kramer

STATE OF KANSAS)
)ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on this 27th day of July, 2009 by
RICHARD KRAMER



Harlan D. Foraker
Notary Public

My Appointment Expires: 1-21-2012

City of Wichita
City Council Meeting
August 18, 2009

To: Mayor and City Council

Subject: VAC2009-00016 - Request to vacate the platlor's text to amend the uses allowed in a platted reserve; generally located north of K-96and east of Rock Road. (District II)

Initiated By: Metropolitan Area Planning Department

Agenda: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicants are requesting that the uses allowed in the described platted reserve be vacated and amended. Currently, the platlor's text states that Reserve F, Stonehedge Second Addition is to be used for "...drainage, construction and maintenance of public utilities." The applicants request the vacation to allow signage and an existing, encroaching private drive. There are utilities and a sewer line in the platted reserve, which are not covered by easements. There appears to be no water lines in the platted reserve. The platted reserve is not located within any FEMA floodway or flood zones. The Stonehedge Second Addition was recorded with the Register of Deeds on April 16, 1985.

Analysis: The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

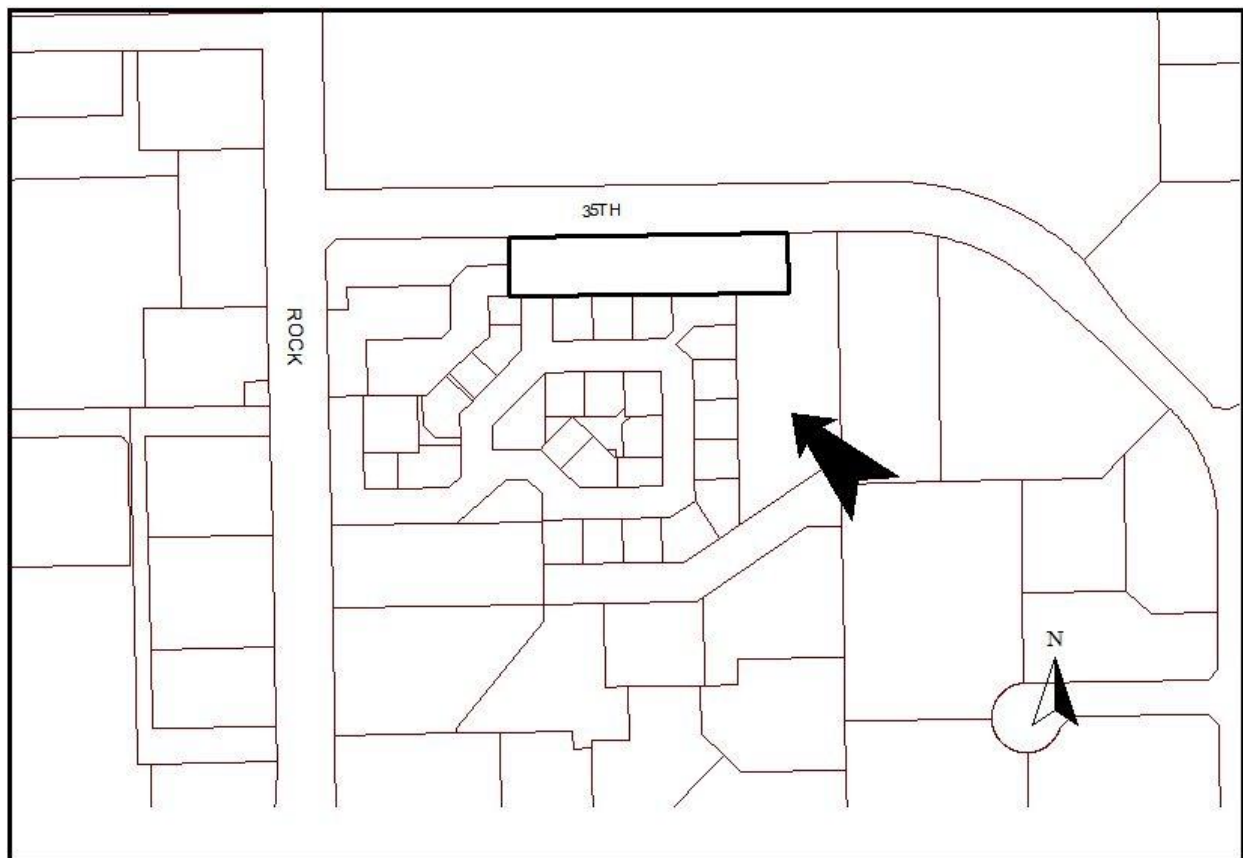
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order and dedication of a utility easement by separate instrument will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: Dedication of a utility easement by separate instrument.



City of Wichita
City Council Meeting
August 18, 2009

TO: Wichita Airport Authority

SUBJECT: Ballard Aviation, Inc. – Assignment of Lease

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the assignment of the lease.

Background: In December 1998 the Wichita Airport Authority entered into a land lease agreement with Ballard Aviation, Inc. for the purpose of constructing a facility to be used for the provision of public air charter services, including air ambulance services. Airport Special Facility Revenue Bonds were issued to provide Ballard the funds to accomplish this task. The bonds have been retired.

Analysis: Ballard Aviation proposes to sell substantially all of its assets to EagleMed LLC, a subsidiary limited liability company of Ballard, followed by the acquisition of all of the membership interests of EagleMed by Air Medical Group Holdings, Inc. Article 9.2, “Assignment by Tenant,” of the 1998 lease agreement states that Tenant may assign its interest in this lease with the prior written consent of Landlord. Article 9.3, “Release of Tenant,” states that the proposed assignee shall expressly assume and agree to perform all of the obligations of Tenant under this lease, in which case the Tenant shall be fully released from all obligations after the date of such assignment. Although there will be a change in ownership, operations on the leased premises will continue without interruption.

Financial Considerations: No impact to the Wichita Airport Authority.

Goal Impact: The Airport’s contribution to the economic vitality of Wichita is promoted through approval of documents which allow airport businesses to manage/change their operations, while simultaneously allowing them to maintain seamless services to the public.

Legal Considerations: The Law Department has approved the documents as to form and will review the transaction before it closes.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the assignment and assumption of the lease and authorize the necessary signatures.

Attachments: Notice and Consent to Potential Change of Control Transaction and Landlord Estoppel Certificate.

LANDLORD ESTOPPEL CERTIFICATE

July 29, 2009

Wichita Airport Authority
of the City of Wichita, Kansas
2173 Air Cargo Road
Wichita, Kansas 67209
Attention: Deputy Airport Clerk

Re: Lease (the "Lease"), dated December 15, 1998, as amended, between Wichita Airport Authority of the City of Wichita, Kansas ("Landlord") and Ballard Aviation, Inc. ("Tenant")

Ladies and Gentlemen:

The undersigned Landlord is the landlord under the Lease between Landlord and Tenant, relative to the leasing of the premises located at 6601 West Pueblo Road, in Wichita, Kansas 67277 (the "Property"). As of the date hereof, Landlord does hereby represent, warrant, and certify to Tenant and Tenant's successors, assigns, and lenders as follows:

1. The Lease, a copy of which is attached hereto as Exhibit A:
 - (a) is in full force and effect;
 - (b) has not been modified, changed, altered, supplemented, or amended since its original execution except for such modifications, changes, alterations, and supplements reflected in Exhibit A hereto;
 - (c) constitutes the entire understanding between Landlord and Tenant with respect to the Property; and
 - (d) has been duly executed and delivered on behalf of Landlord pursuant to proper authority therefor and constitutes a legally valid instrument, binding on and enforceable against Landlord in accordance with its terms.
2. To the best of Landlord's current actual knowledge, without any duty of investigation or inquiry:
 - (i) there are no existing defaults on the part of Tenant under the Lease, (ii) Landlord has not delivered any notice to Tenant of a continuing default, and (iii) no event has occurred that, with the giving of notice or the passage of time or both, would constitute a default by Tenant under the Lease.
3. To the best of Landlord's current actual knowledge, without any duty of investigation or inquiry:
 - (i) there are no uncured defaults on the part of Landlord under the Lease, (ii) Landlord has not received any notice of default from Tenant, and (iii) no event has occurred that, with the giving of notice or the passage of time or both, would constitute a default by Landlord under the Lease.
4. The commencement date of the Lease was December 15, 1998, and the original term of the Lease expires on November 30, 2023.

Wichita Airport Authority of the
City of Wichita, Kansas
July 29, 2009

5. To the best of Landlord's current actual knowledge, without any duty of investigation or inquiry, Tenant has not assigned or encumbered Tenant's interest in the Lease or the Property.
6. The rental amount due from Tenant to Landlord under the Lease is listed on Schedule A attached hereto.
7. Tenant has paid to Landlord the amount set forth on Schedule A as a security deposit under the Lease.
8. Except as listed on Schedule A attached hereto, there are no outstanding payments due to Landlord from Tenant.
9. This Landlord Estoppel Certificate shall be for the benefit of Tenant and its successors, assigns, and lenders.
10. The undersigned person is duly authorized to execute this Landlord Estoppel Certificate on behalf of the Landlord.

IN WITNESS WHEREOF, Landlord has executed this Landlord Estoppel Certificate as of the date first above written.

LANDLORD:

Wichita Airport Authority of the City of Wichita,
Kansas

By: _____
Name: _____
Title: _____

Schedule A

As of July 29, 2009:

1. Amount Due from Tenant under the Lease:
 - (a) \$1,300.99 per month.
 - (b) Other Amounts Due from Tenant under the Lease: None.
2. Security Deposit Amount: None.
3. Past-Due Amounts Due from Tenant: None.

EXHIBIT A

Lease

(See attached.)

HINKLE, EBERHART & ELKOURI, L.L.C.

=====

LEASE

BY AND BETWEEN

THE WICHITA AIRPORT AUTHORITY OF
THE CITY OF WICHITA, KANSAS

AND

BALLARD AVIATION, INC.

DATED AS OF DECEMBER 15, 1998

=====

1678190D.005
LEASE

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LEASE AGREEMENT

This Lease Agreement, dated as of December 15, 1998 (the "Lease"), by and between the Wichita Airport Authority of the City of Wichita, Kansas, a governmental or quasi-governmental entity authorized and existing under the laws of the State of Kansas (the "Landlord"), and Ballard Aviation, Inc., a corporation organized under the laws of the State of Kansas (the "Tenant");

W I T N E S S E T H:

WHEREAS, Landlord is a governmental or quasi-governmental entity authorized under the laws of the State of Kansas to own and operate one or more airports; and

WHEREAS, the Landlord is authorized and empowered by K.S.A. 3-153 et. seq., as amended (collectively the "Act"), to issue special facility revenue bonds for the acquisition, construction, alteration, improvement or enlargement of any revenue producing facility located on an airport owned and operated by the Landlord; and

WHEREAS, the Landlord has determined it to be necessary and advisable that the Landlord issue its special facility revenue bonds designated "Wichita Airport Authority of the City of Wichita, Kansas, Airport Facility Revenue Bonds, Series 1998 (Ballard Aviation, Inc.) in the aggregate principal amount of ~~\$2,300,000~~ (the "1998 Bonds") for the purpose of acquiring, constructing and equipping the Project and paying certain costs of issuance associated therewith; and

WHEREAS, the Landlord finds it necessary and desirable that it lease the Land and Improvements constituting the Project to the Tenant and that it enter into and execute this Lease for the purpose of leasing the Project to the Tenant in consideration of payments of Ground Rent, Basic Rent, Additional Rent and other charges provided for herein.

NOW, THEREFORE, in consideration of the premises, of other good and valuable considerations, and of the mutual benefits, covenants and agreements herein contained, the parties hereto hereby make this Lease and agree as follows:

ARTICLE I

Section 1.1 Definitions of Words and Terms. In addition to the words and terms defined elsewhere in this Lease or in the Indenture, the following words and terms as used in this Lease shall have the following meanings, unless some other meaning is plainly intended:

"Act" means collectively K.S.A. 3-153 et seq., as amended.

"Additional Rent" means (i) any payments which the Tenant shall make to the Trustee for the credit to the Bond Reserve Account pursuant to Section 3.3 of this Lease in order to maintain the Bond Reserve Account at the Maximum Bond Reserve Amount, (ii) any required payments of rebatable arbitrage within the meaning of Section 148(f) of the Code and all fees and expenses associated with calculation and payment thereof, (iii) all reasonable or necessary fees charges and expenses of the Trustee (iv) all Impositions, (v) all payments of whatever nature which Tenant has agreed to pay or assume under the provisions of this Lease but which do not constitute Ground Rent and/or Basic Rent, (vi) all expenses (including reasonable attorney's fees) incurred by the Landlord in connection with the enforcement of any rights under this Lease. The fees, charges and expenses of the Trustee shall include all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds except (a) the reasonable fees and expenses in connection with the replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other government charge imposed in relation to the transfer, exchange, registration, redemption or payment of the Bonds.

"Additional Term" shall mean each term commencing on the last day of the Basic Term or any previous Additional Term and terminating Five (5) years thereafter.

"Authorized Landlord Representative" means the acting Director of Airports of the Landlord (currently Bailis F. Bell), or such other person at the time designated to act on behalf of the Landlord as evidenced by written certificate furnished to the Tenant (and to the Trustee for any period during which any of the Bonds remain Outstanding) containing the specimen signature of such

person and filed on behalf of the Landlord by its President and Clerk.

"Authorized Tenant Representative" means the President of the Tenant (currently Jimmy E. Ballard), or such other person at the time designated to act on behalf of the Tenant as evidenced by a written certificate furnished to the Landlord (and to the Trustee for any period during which any of the Bonds remain Outstanding) containing the specimen signature of such person and signed on behalf of the Tenant by its President or any Vice President. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Authorized Tenant Representative.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Basic Rent" means, commencing January 1, 1999 the monthly pro rata amount which, when added to Basic Rent Credits, shall be in the aggregate, sufficient to pay, on the next succeeding Payment Date (as defined in the Indenture), all principal of, redemption premium, if any, and interest on the Bonds which is due and payable on such Payment Date.

"Basic Rent Credits" means any prepayment of Basic Rent (including investment income from previous payments of Basic Rent) on deposit in the Principal and Interest Payment Account and available for the payment of the principal of, premium, if any, and interest on the Bonds.

"Basic Rent Payment Date" means January 1, 1999 and the first day of each month thereafter until the principal of, redemption premium, if any, and interest on the Bonds have been fully paid or provision made for their payment in accordance with the provisions of the Indenture.

"Basic Term" means that term commencing as of the date of this Lease and ending on November 30, 2023, subject to prior termination as specified in this Lease, but to continue thereafter until all of the principal of, redemption premium, if any, and interest on all outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture.

"Bonds" means the fully registered 1998 Bonds and, any Additional Bonds.

"Bond Reserve Account" means that account authorized and established with the Trustee pursuant to Section 601 of the Indenture and designated "Wichita Airport Authority of the City of Wichita, Kansas, Bond Reserve Account (Ballard Aviation, Inc.)".

"Business Day" means a day which is not a Saturday, Sunday or any day designated as a holiday by the Congress of the United States or by the Legislature of the State and on which Banks in the State are not authorized to be closed.

"Code" means the Internal Revenue Code of 1986, as amended, including any rules and regulations of the United States Department of the Treasury promulgated thereunder.

"Completion Date" means the date upon which the Improvements shall be substantially completed, such that an occupancy permit can be issued for the Improvements by the applicable governing authority.

"Construction Commencement Date" means the day upon which the Tenant obtains the necessary building permit from the applicable governing authority and materially begins the process of construction of the Improvements.

"Construction Period" means the period from the Construction Commencement Date to the Completion Date.

"Costs of Issuance" means any and all expenses of whatever nature incurred in connection with the issuance and sale of the 1998 Bonds, including but not limited to underwriting fees and expenses, underwriting discount, financial advisor fees, bond and other printing expenses, and legal fees and expenses of counsel.

"Costs of Issuance Account" means that account authorized and established with the Trustee pursuant to Section 601 of the Indenture and designated "Wichita Airport Authority of the City of Wichita, Kansas, Costs of Issuance Account (Ballard Aviation, Inc.)".

"Default" means any event or condition the occurrence of which, with the lapse of time or the giving of notice or both, constitutes an Event of Default.

"Event of Bankruptcy" means an event whereby the Tenant shall (i) admit in writing its inability to pay its debts as they become due; or (ii) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; or (iii) make an assignment for the benefit of creditors; or (iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; or (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, which order, if the Tenant has not consented thereto, shall not be vacated, denied, set aside or stayed within Sixty (60) days after the day of entry; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within Sixty (60) days after the final entry, or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

"Event of Default" means any one of the following events:

- (1) Failure of Tenant to make any payment of Basic Rent or Additional Rent at the time and in the amount required hereunder and the same is not remedied within Fifteen (15) days after the Landlord has given written notice specifying such failure; or
- (2) Failure of Tenant to make any payment of Ground Rent at the time and in the amount required hereunder and the same is not remedied within Fifteen (15) days after the Landlord has given written notice specifying such failure; or
- (3) Failure of Tenant or Landlord to observe or perform any other covenant, agreement, obligation or provision of

this Lease to be observed or performed, if the same is not remedied within Thirty (30) days after the Landlord or the Tenant has given written notice specifying such failure (or such longer period as shall be reasonably required to correct such default, provided that the (i) the responsible party has commenced such correction within said 30-day period, and (ii) the responsible party diligently prosecutes such correction to completion); or

- (4) An Event of Bankruptcy;
- (5) A Determination of Taxability (as defined by the Indenture);
- (6) Intentional abandonment of the Project by the Tenant;
- (7) Failure of the Tenant to comply with any lawful requirement, rule or regulation imposed on the Tenant or the Project by the Federal Aviation Administration or reasonably imposed by any other duly authorized governmental or quasi-governmental entity by reason of either (i) the Tenant's business operations generally, or (ii) the Tenant's operation of the Project specifically.

"Full Insurable Value" means the full actual replacement cost as determined from time to time upon the request of Landlord, (or Trustee during any period in which the Bonds remain Outstanding) (but not more frequently than once in every 24 months) by an architect, appraiser, appraisal company or one of the insurers, selected and paid by Tenant, which actual amount shall be subject to the reasonable approval of the Landlord.

"Ground Rent" means the rent attributable to the lease of the Land in the amounts and as more specifically set forth in Schedule II hereof.

"Ground Rent Payment Date" means the first day of each month commencing the earlier of November 1, 1999, or the Completion Date, whichever shall first occur and ending with the first day of the last month covered by the periods set forth specifically in Schedule II hereof.

"Ground Rent Credits" means any prepayment of Ground Rent on deposit with the Landlord.

"Guarantor" means the Tenant and any other person or entity, if any, who, or which, execute and deliver the Guaranty Agreement.

"Guaranty Agreement" means the separate Guaranty Agreement dated as of December 15, 1998, by the Tenant and in favor of the Trustee for the benefit of the Bondowners pursuant to the provisions of the Indenture.

"Hazardous Substances" means and includes those elements or compounds which are contained in the list of hazardous substances adopted by the EPA or the list of toxic pollutants designated by Congress or the EPA or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, or applicable state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

"Impositions" means all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Project or any part thereof, or any improvements at any time thereon or Tenant's interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would encumber Landlord's title to the Project.

"Improvements" means the buildings, structures, facilities, machinery and equipment financed with the proceeds of the Bonds including those more specifically described in Section (ii) of Schedule I attached hereto.

"Indenture" means the Trust Indenture, dated as of December 15, 1998, by and between the Landlord and the Trustee, as from time to time amended and supplemented by Supplemental

Indentures in accordance with the provisions of Article XI of the Indenture.

"Individual Guarantors" means Jimmy E. Ballard and Iva L. Ballard, husband and wife.

"Individual Guaranty Agreement" means the separate Individual Guaranty Agreement dated as of December 15, 1998, by the Individual Guarantors and in favor of the Trustee for the benefit of the Bondowners pursuant to the provisions of the Indenture.

"Land" means the real property interests (exclusive of any improvements) more specifically described in Section (i) of Schedule I attached hereto.

"Landlord" means the Wichita Airport Authority of the City of Wichita, Kansas, a governmental or quasi-governmental entity authorized and existing under the laws of the State of Kansas, and its successors and assigns.

"Lease" means this Lease Agreement by and between the Landlord, as Landlord, and the Tenant, dated as of December 15, 1998, as from time to time amended and supplemented in accordance with the provisions hereof.

"Net Proceeds" means, when used with respect to any insurance or condemnation award with respect to the Project, the proceeds from the insurance or condemnation award remaining after the payment of all expenses (including attorneys' fees and any extraordinary expenses of the Trustee) incurred in the collection of such proceeds.

"1998 Bonds" means the Wichita Airport Authority of the City of Wichita, Kansas, Airport Facility Revenue Bonds, Series 1998 (Ballard Aviation, Inc.) dated December 15, 1998 in the original aggregate principal amount of \$1,200,000.

"1998 Resolution" means the Resolution adopted by the governing body of the Landlord on December 7, 1998, which authorizes the issuance of the 1998 Bonds.

The term "Notice Address" shall mean:

(1) With respect to the Tenant:
(Prior to Completion Date)
Ballard Aviation, Inc.
2120 South Airport Road
Wichita, Kansas 67209
Attn: President

(After the Completion Date)
Ballard Aviation, Inc.
6601 Pueblo Road
Wichita, Kansas 67209
Attn: President

(2) With respect to the Landlord:

Wichita Airport Authority of
the City of Wichita, Kansas
2173 Air Cargo Road
Wichita, Kansas 67209
Attn: Deputy Airport Clerk

(3) With respect to the Trustee:

INTRUST Bank, N.A.
Box One
Wichita, Kansas 67201-5001
Attn: Trust Department

"Notice of Completion" means a written certificate signed by the Authorized Tenant Representative stating that (i) the Project has been completed in accordance with the plans and specifications previously approved by Landlord; (ii) the Project has been completed in a good and workmanlike manner; (iii) no mechanic's or materialmen's liens have been filed, nor is there any basis for the filing of such liens, with respect to the Project, or such rights with respect thereto have been waived; (iv) all Improvements constituting a part of the Project are located or installed upon the Land; and (v) if required by applicable building codes, that an appropriate certificate of occupancy has been issued with respect to the Project.

"Notice Representative" means:

- (1) With respect to the Tenant, its President;
- (2) With respect to the Landlord, its duly elected or appointed Clerk;
- (3) With respect to the Trustee, any trust officer thereof.

"Official Action Date" means July 6, 1998, the day upon which the Landlord first took official action indicating its intent to issue the 1998 Bonds.

"Original Proceeds" means all proceeds, including accrued interest, derived from the sale of the 1998 Bonds.

"Original Purchaser" means Davidson Securities, Inc., Wichita, Kansas, the Underwriter of the Bonds.

"Owner" means the registered owner of any fully registered Bond.

"Principal and Interest Payment Account" means the "Wichita Airport Authority of the City of Wichita, Kansas, Principal and Interest Payment Account (Ballard Aviation, Inc.)" created pursuant to Section 601 of the Indenture.

"Project" means and includes the interest of the Landlord in the Land and the Improvements originally acquired, constructed or installed with the proceeds of the Bonds, as provided by this Lease and more specifically described in Schedule I hereto.

"Project Additions" means any additional improvements acquired, constructed or installed from proceeds of any additional series of Bonds authorized and issued pursuant to the Indenture.

"Project Costs" means those costs incurred in connection with the acquisition, purchase, construction and installation of the Improvements, including:

- (1) all costs and expenses incidental or necessary to the acquisition of the Improvements as the same are constructed, installed or in progress at the date of such acquisition;

- (2) fees and expenses of architects, appraisers, surveyors and engineers for estimates, surveys, soil borings and soil tests and other preliminary investigations and terms necessary to the commencement of construction, preparation of plans, drawings and specifications and supervision of construction, as well as for the performance of all other duties of architects, appraisers, surveyors and engineers in relation to the construction, furnishing and equipping of the Improvements;
- (3) all costs and expenses incurred in connection with the constructing, acquiring, installing, furnishing or equipping of the Improvements;
- (4) payment of interest actually incurred on any interim financing obtained from a lender unrelated to the Landlord for performance of work on the Improvements prior to the issuance of the 1998 Bonds;
- (5) the costs of the preparation of any title insurance policy and the costs of any insurance and performance and payment bonds maintained in accordance with this Lease;
- (6) interest accruing on the 1998 Bonds prior to the Completion Date, if and to the extent proceeds of the 1998 Bonds set aside and deposited to the credit of the Principal and Interest Payment Account pursuant to the Indenture are insufficient for payment of such interest.

"Project Fund" means the "Wichita Airport Authority of the City of Wichita, Kansas, Project Fund (Ballard Aviation, Inc.)" created pursuant to Section 501 of the Indenture.

"Project Replacement Fund" means the "Wichita Airport Authority of the City of Wichita, Kansas, Project Replacement Fund (Ballard Aviation, Inc.)", created pursuant to Section 601 of the Indenture.

"Rental Payments" means the aggregate of the Basic Rent and Additional Rent payments provided for pursuant to this Lease (but specifically excludes Ground Rent).

"State" means the State of Kansas.

"Tenant" means Ballard Aviation, Inc., its successors and assigns.

"Term" means, collectively, the Basic Term and any Additional Term of this Lease.

"Trustee" means INTRUST Bank, N.A., in the City of Wichita, Kansas, in its capacity as trustee, bond registrar, fiscal agent and insurance trustee and its successor or successors and any other corporation or association which at the time may be substituted in its place pursuant to and at the time serving as Trustee under the Indenture.

Section 1.2 Rules of Interpretation.

(a) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

(b) Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

(c) All references in this instrument to designated "Articles", "Sections" and other subdivisions are, unless otherwise

specified, to the designated Articles, Sections and subdivisions of this instrument as originally executed. The words "herein", "hereof", "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular Article, Section or subdivision.

(d) The Table of Contents and the Article and Section headings of this Lease shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof.

Section 1.3 Covenants of Tenant. Tenant makes the following covenants and representations as the basis for the undertakings on its part herein contained.

(a) Representations and Covenants Relating To the Code.

(i) Tenant will not use or cause or allow more than 25 percent of the Original Proceeds of the 1998 Bonds to be used or applied to provide a facility the primary purpose of which is retail food and beverage services, automobile sales or service, or the provisions of recreation or entertainment.

(ii) Tenant will not use or cause or allow any portion of the Original Proceeds of the 1998 Bonds to be used or applied to provide a private or commercial golf course, county club, massage parlor, tennis club, skating facility (including roller skating, skateboard and ice skating), racquet sports facility (including any handball or racquetball court), hot tub facility, suntan facility or racetrack, airplane, skybox or other private luxury box, any health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises. No portion of the Original Proceeds will be used directly or indirectly to provide residential real property for single-family or multi-family units.

(iii) At least 95% of the Original Proceeds of the 1998 Bonds, less Costs of Issuance paid from the Cost of Issuance Account as provided for in Section 601 of the Indenture, will be expended for Project Costs paid or incurred subsequent to the Official Action Date.

(iv) Tenant will not make or cause or permit to be made, whether by the Trustee or otherwise, any use of the proceeds of the

1998 Bonds which, if such use had been reasonably expected on the date of issuance of the 1998 Bonds, would have caused the 1998 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and further covenants and agrees that it will comply with and will take all action reasonably required to insure that the Trustee complies with all applicable requirements of Section 148 of the Code and the rules and regulations of the United States Treasury Department thereunder until all of the 1998 Bonds, including interest thereon and any applicable redemption premium, have been paid.

(v) The weighted average maturity of the 1998 Bonds, (as determined in accordance with the Code), does not exceed 120 percent of the average reasonably expected economic life of the Project (as determined in accordance with the Code).

(vi) Tenant covenants and agrees to furnish to Landlord prior to issuance and delivery of the 1998 Bonds, a fully completed Internal Revenue Service Form 8038 with respect to the 1998 Bonds. Tenant acknowledges and agrees that it shall principally be responsible, as between or among any preparers, for the information set forth in said Form 8038. Tenant further covenants and agrees to indemnify and hold harmless the Landlord, its officers, agents and employees, Bond Counsel and any purchaser or owner of the 1998 Bonds from and against all liability or consequences of any material misrepresentation or omission in the computation of Form 8038.

(vii) Tenant covenants and agrees to file or cause to be filed such periodic supplemental statements or notices with the Internal Revenue Service or such other designated governmental agency as may now or hereafter be required by applicable statutes or regulations, including the Code, if applicable, in order for the exemption from Federal income taxation of the interest on the 1998 Bonds to continue in full force and effect. Tenant further covenants and agrees to do such other acts as may be necessary from time to time to assure the continued tax exempt status of the 1998 Bonds, and to refrain from any and all acts, including without limitation, the making of capital expenditures with respect to the Project or otherwise, which may at any time adversely affect or threaten the tax exempt status of the 1998 Bonds.

(viii) The Project, and each portion thereof, constitutes either land or property of a character subject to the allowance for depreciation under Section 167 of the Code. Not more than 25% of the proceeds of the 1998 Bonds will be used to acquire any land. Except for Costs of Issuance and deposits to the Bond Reserve Account, all expenditures for and costs of the Project have been or will be Project Costs.

(ix) As of the date of issuance of the 1998 Bonds, there are not outstanding any obligations the interest on which is exempt from Federal income tax by virtue of the provisions of the Code and the proceeds of which were to be used with respect to the Project or with respect to other facilities located in The Wichita Airport Authority of The City of Wichita, Kansas, or facilities contiguous to, or integrated with, the Project or any such facilities the principal user of which is or will be the Tenant.

(x) The Tenant will not request or authorize any disbursement by the Trustee pursuant to the Lease (other than for Costs of Issuance) which would result in less than 95% of the proceeds of the 1998 Bonds, including any income thereon, being used to provide land or property of a character subject to the allowance for depreciation under the Code.

(xi) No portion of the proceeds of the 1998 Bonds is to be used for the acquisition of land to be used for farming purposes.

(xii) Tenant will comply with all the limitations and requirements of Section 148 of the Code and the regulations promulgated thereunder.

(xiii) Tenant covenants that not more than 2% of the aggregate principal amount of the 1998 Bonds will be expended for Costs of Issuance as permitted by Section 147(g) of the Code.

(xiv) Tenant covenants that no portion of the Original Proceeds of the 1998 Bonds will be used to acquire any property (or any interest therein) unless the first use of such property is pursuant to such acquisition unless appropriate rehabilitation expenditures are made to such property in accordance with Section 147(d) of the Code.

(xv) Tenant covenants that no property acquired or to be acquired from proceeds of the 1998 Bonds and constituting a part of the Project was placed in service more than eighteen months before the date of issue of the Series A Bonds, nor was any expenditure made in connection with any portion of the Series A Project more than three years in advance of the date of issue of the Series A, 1998 Bonds.

(xvi) Tenant covenants that no non-exempt user of the Project within the five years preceding the issuance of the 1998 Bonds, who will also be a user of the Project after the issuance of the 1998 Bonds, will receive directly or indirectly an amount equal to 5% or more of the face amount of the 1998 Bonds in payment for his interest in the Project.

(xvii) No Portion of the Project shall constitute, and no portion of the proceeds of the 1998 bonds shall be used to provide, property consisting of (i) any lodging facility; (ii) any retail facility (including food and beverage facilities) in excess of a size necessary to serve passengers and employees at the Project; (iii) any retail facility (other than parking) for passengers or the general public; (iv) any office building for individuals who are not employees of a governmental unit or who are not employees of the operating authority for the Project; or (v) any industrial park or manufacturing facility.

(xviii) Not more than a de minimis amount of the functions to be performed at the offices comprising a part of the Project is not directly related to the day-to-day operations of the Project.

(xix) Except for vending machines for Tenant's own use, Tenant covenants and agrees that it shall not engage in any retail sales (including the business of selling food or beverages) at or upon the Project.

The Landlord and the Tenant agree to amend the covenants contained in this Subsection (a) in such manner as shall be set forth in an opinion of Bond Counsel as being necessary to maintain the exclusion of the interest on the 1998 Bonds from the recipient's gross income for purposes of federal income taxation. The special covenants contained in this Section may be amended at any time, with the consent of the Trustee, by a written agreement

executed by the Landlord and the Tenant pursuant to this Subsection without notice to or the consent of any Owners of the 1998 Bonds.

(b) General Representations and Covenants.

(i) Tenant is a Kansas corporation, duly organized and existing under the laws of said State, and is duly authorized and qualified to do business in the State of Kansas, with lawful power and authority to enter into this Lease, acting by and through its duly authorized officers.

(ii) ~~Tenant shall~~ (A) maintain and preserve its existence and organization as a corporation and its authority to do business in the State and to operate the Project; (B) ~~shall not initiate any proceedings of any kind whatsoever to dissolve or liquidate without~~ (1) ~~securing the prior written consent thereto of the Landlord and~~ (2) ~~making provision for the payment in full of the principal of and interest and redemption premium, if any, on the 1998 Bonds, provided, however, that the Company may, without violating the agreement contained in this Section, consolidate with or merge into another domestic corporation (i.e., a corporation incorporated and existing under the laws of one of the states of the United States), or permit one or more other domestic corporations to consolidate with or merge into the Company, or may sell or otherwise transfer to another domestic corporation all or substantially all of the company's assets as an entirety and thereafter dissolve, provided, the surviving, resulting or transferee corporation, as the case may be, has a consolidated net worth (after giving effect to said consolidation, merger or transfer) at least equal to or greater than that of the Company immediately prior to said consolidation, merger or transfer.~~ The term "net worth", as used in this Section, shall mean the difference obtained by subtracting total liabilities (not including as a liability any capital or surplus item) from total assets of the Company and all of its subsidiaries. In any such consolidation, merger or transfer the Company shall comply with the provisions of Section 9.4 hereof to the extent applicable. Tenant shall take appropriate steps to extend its corporate existence if necessary by reason of an impending expiration of its corporation existence while the 1998 Bonds are Outstanding.

(iii) Neither the execution or delivery of this Lease, the consummation of the transactions contemplated hereby or by the 1998 Bond Resolution, the Indenture, the Guaranty Agreement, the

Individual Guaranty Agreement nor the fulfillment of or compliance with the terms and conditions of this Lease contravenes any provisions of its certificate or articles of incorporation, or bylaws or conflicts with or results in a breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which the Tenant is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a default (without regard to any required notice or the passage of any period of time) under any of the foregoing, or would result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Tenant under the terms of any mortgage, debt, agreement, indenture or instrument, or violates any existing law, administrative regulation or court order or consent decree to which the Tenant is subject.

(iv) This Lease constitutes a legal, valid and binding obligation of the Tenant enforceable in accordance with its terms.

(v) The Tenant agrees to operate and will operate the Project, or cause the Project to be operated, as a "revenue-producing facility", as that term is contemplated in the Act, from the date of Landlord's acquisition of the Project to the end of the Lease Term.

(vi) The Tenant has obtained or will obtain any and all permits, authorizations, licenses and franchises to enable it to operate and utilize the Project for the purposes for which it was leased by the Tenant under this Lease.

(vii) Tenant is not either generally or through an enterprise, fund, or account of the Tenant committed by contract or other arrangement to support payment of all or part of the obligations with respect to more than aggregate amount of \$10,000,000 of outstanding municipal securities, including the Bonds but excluding municipal securities that were offered in a private placement transaction complying with the provisions of paragraph (d)(1) of Rule 15c2-12 (the "Rule") adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended. Tenant has never failed to comply in all material respects with any previous undertakings to provide annual reports or notices of material events pursuant to the Rule.

Section 1.4 Covenants of Landlord. Landlord makes the following representations and covenants as the basis for the undertakings on its part herein contained:

(a) In the opinion of its attorney, the Landlord is a governmental or quasi-governmental entity existing under the Constitution and laws of the State. Landlord has, to the best of its knowledge and belief, the power to enter into and perform the transactions contemplated by this Lease and to carry out its obligations hereunder and thereunder.

(b) Landlord has not knowingly, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused any lien, claim or encumbrance to be placed against, the Project, except for this Lease.

(c) Except as otherwise provided herein, Landlord will not during the Basic Term or the Additional Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause any lien, claim or encumbrance to be placed against, the Project, except this Lease.

(d) Landlord has authorized the execution and delivery of this Lease.

(e) The Landlord covenants to use its best efforts to notify the Tenant within a reasonable time of receipt by the Landlord of any written notification from the Internal Revenue Service which proposes, finds or determines that the interest on the Bonds is not excludable from gross income for Federal income tax purposes and to provide the Tenant with copies of all correspondence from the Internal Revenue Service relating thereto; provided, however, the Landlord shall incur no pecuniary liability for its inadvertent failure to provide such notice to the Tenant. The Landlord further covenants to permit the Tenant, on the Landlord's behalf and at the Tenant's expense, to protest, appeal or otherwise contest such notice as and if permitted by then applicable law, provided the Tenant agrees to reimburse and fully indemnify and hold the Landlord and Trustee harmless from and against any and all liability, damage, loss, cost or expense (including attorneys fees) which the Landlord or Trustee may incur as the result of the Tenant's attempt to contest any such notice, and further agrees to pay on demand all costs and expenses which the Landlord or Trustee

may incur in connection with such contest and to furnish such surety bond, letter of credit or other form of security as the Landlord or Trustee may reasonably request from time to time to secure the Tenant's obligations under the Lease, including without limitation any potential increases in interest, or any premium, whether prospective or retroactive, and any potential taxes, penalties or related interest.

ARTICLE II

Section 2.1 Granting of Leasehold. The Landlord by these presents hereby rents, leases and lets unto Tenant and Tenant hereby rents, leases and hires from Landlord, for the rentals and upon and subject to the terms and conditions hereinafter set forth, the Project ~~for~~ the Basic Term.

Section 2.2 Reservations. The Landlord expressly reserves from the Project:

A. Mineral Rights. All gas, oil and mineral rights in and under the soil;

B. Air Space. A public right of flight through the air space thereabove;

C. Navigational Aids. The right to install or permit others to install on the Project navigational aids; and

D. Utility Right-of-Way. The right to maintain or modify utility lines and to grant utility rights of way to others over, under, through, across or on that part of the Project located within 25 feet of the outside boundary lines; provided that exercise by Landlord of any such reserved rights will be without expense to Tenant and will not unreasonably or materially interfere with Tenant's use of the Project and will not delay Tenant in the exercise of its rights or the performance of its duties hereunder or increase the cost to Tenant of such performance.

Section 2.3 Access. Subject to the provisions hereof, Tenant has the right of free access, ingress to and egress from the Project, for Tenant, its subtenants, licensees, concessionaires, invitees and permittees.

Section 2.4. Effect on Other Leases. The Landlord and Tenant acknowledge that this Lease may have an effect on the Landlord's previously existing lease arrangements with the Tenant, including specifically the effective termination of that certain Lease, dated as of September 6, 1995 upon the Completion Date of the Project. Any other lease arrangements shall, nonetheless, be governed according to their respective terms.

ARTICLE III

Section 3.1 Basic Rent. The Landlord reserves and the Tenant covenants and agrees to pay to the Trustee, for the account of Landlord and during the Basic Term, for deposit in the Principal and Interest Payment Account, on each Basic Rent Payment Date, the Basic Rent in immediately available funds.

Section 3.2 Ground Rent. The Landlord reserves and the Tenant covenants and agrees to pay to the Landlord during the Basic Term, for deposit with the Landlord in its own accounts, on each Ground Rent Payment Date, the Ground Rent in immediately available funds. Ground Rent shall be paid directly to the Landlord and shall not be pledged or otherwise applied to the payment of the Bonds.

Section 3.3 Additional Rent. Within Thirty (30) days after receipt of written notice thereof, Tenant shall pay any Additional Rent required to be paid pursuant to this Lease. In the event monies on deposit in the Bond Reserve Account are necessarily transferred to the Principal and Interest Payment Account in order to pay the principal of, or interest on any 1998 Bonds for any reason and pursuant to the terms of the Indenture, the Tenant agrees to make Additional Rent payments on the first day of each month thereafter in the pro rata amount necessary to restore or bring the monies on deposit in the Bond Reserve Account to \$100,000 (the "Maximum Bond Reserve Amount") within a period of six months following such transfer and disbursement. The Tenant agrees to pay any Additional Rent for required rebatable arbitrage in the amounts at the time required and entirely in accordance with the provisions of Section 148(f) of the Code.

Section 3.4 Acquisition of Bonds. In the event Tenant acquires any Outstanding Bonds, it may present the same to Landlord

for cancellation, and upon such cancellation, Tenant's obligation to pay Basic Rent shall be reduced accordingly, but in no event shall Tenant's obligation to pay Basic Rent be reduced in such a manner that the Trustee shall not have on hand in the Principal and Interest Payment Account funds sufficient to pay the maturing principal of, redemption premium, if any, and interest on the Bonds as and when the same shall become due and payable in accordance with the provisions of the Bond Resolution.

Section 3.5 Basic Rent Payable Without Abatement or Setoff.
Tenant covenants and agrees with and for the express benefit of Landlord and the Bondowners that all payments of Basic Rent and Additional Rent shall be made by Tenant as the same become due, and that Tenant shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Improvements shall have been acquired, started or completed, or whether Landlord's title to the Project or any part thereof is defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of Tenant, any Change of Circumstances, any change in the tax or other laws of the United States of America, the State, or any municipal corporation of either, any change in Landlord's legal organization or status, or any default of Landlord hereunder, and regardless of the invalidity of any action of Landlord hereunder, and regardless of the invalidity of any action of issuer or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Lease, and Tenant hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Lease or which releases or purports to release Tenant therefrom. Nothing in this Lease shall be construed as a waiver by Tenant of any rights or claims Tenant may have against Landlord under this Lease or otherwise, but any recovery upon such rights and claims shall be had from Landlord separately, it being the intent of this Lease that Tenant shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Bondowners.

Section 3.6 Prepayment of Basic Rent. Tenant may at any time prepay all or any part of the ~~Basic Rent~~, Ground Rent or pre-determined Additional Rent.

Section 3.7 Deposit of Rental Payments by Trustee. The Trustee shall, during any period in which the Bonds remain Outstanding, deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Lease and the Indenture. The Landlord shall deposit all Ground Rent in its own accounts for its own intents and purposes.

ARTICLE IV

Section 4.1 Disposition of Original Proceeds; Project Fund.

(A) The parties hereto acknowledge that the proceeds of the 1998 Bonds shall be paid over to the Trustee in accordance with the terms of the Indenture. The Trustee shall promptly deposit from the proceeds of the sale of the 1998 Bonds the full amount of any accrued interest and premium, if any, into the Principal and Interest Payment Account. \$100,000 from the proceeds of the 1998 Bonds shall be deposited in the Bond Reserve Account; \$24,000 from the proceeds of the 1998 Bonds (except to the extent the same may be taken by the Underwriter as a discount) shall be deposited in the Costs of Issuance Account and the remainder of the proceeds of the 1998 Bonds (e.g. \$1,076,000) shall be deposited by the Trustee into the Project Fund for withdrawal and disbursement pursuant to the terms of the Indenture and this Lease.

ARTICLE V

Section 5.1 Continued Title to the Project. To the full extent of its ability to do so, Landlord shall, at all times prior to and concurrently with the issuance of the 1998 Bonds, retain title to the Project and any Improvements as are then completed, installed or in progress.

Section 5.2 Project Property of Landlord. All buildings, improvements and work constituting a part of the Project, all work and materials on the Project as fully completed, anything under

this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as repaired, rebuilt, rearranged, restored or replaced by Tenant under the provisions of the Lease, except as otherwise specifically provided herein, shall immediately when erected or installed become the absolute property of Landlord, subject to the rights of the Tenant hereunder.

Section 5.3 Project Contracts. It is recognized by the parties hereto that prior to the execution hereof Tenant may have entered into certain contracts with respect to the acquisition and/or construction of the Improvements, and that after the execution hereof, Tenant will enter into certain future contracts with respect to the acquisition and/or construction of the Improvements. All of said contracts are hereinafter referred to as the "Project Contracts". Prior to the execution hereof, certain work has been or may have been performed on the Project pursuant to said Project Contracts or otherwise. Tenant hereby conveys, transfers and assigns to Landlord all of Tenant's interest in the Project Contracts. After the execution hereof, Tenant shall cause the Project Contracts to be fully performed by the contractor(s) thereunder in accordance with the terms thereof, and Tenant covenants to cause the Improvements to be acquired, constructed and/or completed in accordance with the Project Contracts. Tenant warrants that the construction and/or acquisition of the Improvements in accordance with said Project Contracts will result in the Project being suitable for use by Tenant for its purposes, subject to the limitations on use contained in this Lease. Any and all amounts received by Landlord, Trustee or Tenant from any of the contractors or other suppliers by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Project Fund.

Section 5.4 Payment of Project Costs for Buildings and Improvements. Subject to certain conditions precedent set forth in Section 6.1 and elsewhere in this Lease, the Tenant and Landlord agree that the costs of construction for building and improvements constituting a portion of the Project, shall be paid from the Project Fund, and each hereby authorize and direct the Trustee to pay for the same, but solely from the Project Fund, from time to time, upon receipt by the Trustee of a certificate signed by the Authorized Tenant Representative and the Authorized Landlord Representative in the form set forth in Schedule III to the Indenture; provided, however, that the Trustee shall not be

obligated to make any payments hereunder, if an Event of Default hereunder has occurred and is continuing.

The sole obligation of the Landlord under this paragraph shall be to utilize its best efforts to cause the Trustee to make such disbursements upon receipt of such certificates. The Trustee may rely fully on any such directions and shall not be required to make any investigation in connection therewith, except that the Trustee may require such supporting evidence as would be required by a reasonable and prudent trustee for reimbursements to be made directly to the Tenant.

Section 5.5 Payment of Project Costs for Machinery and Equipment. Subject to certain conditions precedent set forth in Section 6.1 and elsewhere in this Lease, the Tenant and Landlord agree that the costs of the purchase and acquisition of any machinery and equipment constituting a part of the Project, shall be paid from the Project Fund, from time to time, upon receipt by the Trustee of a certificate signed by the Authorized Tenant Representative in the form set forth in Schedule III to the Indenture, and accompanied by the following specific information (i) name of seller, (ii) name of the manufacturer, (iii) common descriptive name of machinery or equipment, (iv) manufacturer's or seller's technical description of machinery or equipment, (v) capacity or similar designation, (vi) serial number, if any, and (vii) model number, if any.

The sole obligation of Landlord under this Section shall be to utilize its best efforts to cause the Trustee to make such disbursements upon receipt of said certificates. The Trustee may rely fully on any such certificate and shall not be required to make any independent investigation in connection therewith, except that the Trustee may require such supporting evidence as would be required by a reasonable and prudent trustee for reimbursements to be made directly to the Tenant. All machinery, equipment and/or personal property acquired, in whole or in part, from funds deposited in the Project Fund pursuant to this section shall be and become a part of the Project.

Section 5.6 Completion of Project. The Tenant warrants that the Project, when completed, will be necessary or useful in its development. Landlord and Tenant each covenant and agree to proceed diligently to complete the Project on or before November 1,

1999. Upon final completion of the entire Project (not necessarily the Completion Date as defined herein), Tenant shall cause the Authorized Tenant Representative to deliver the Certificate of Completion to the Trustee.

Section 5.7 Deficiency of Project Fund. If the Project Fund shall be insufficient to pay fully all Project Costs and to fully complete the Project, lien free, Tenant covenants to pay the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials, machinery, equipment, property and services as the same shall become due, and Tenant shall save Landlord and Trustee whole and harmless from any obligation to pay such deficiency and indemnify Landlord and Trustee for any costs, expenses and fees, including reasonable attorney's fees incurred by Landlord or Trustee associated therewith or arising therefrom.

Section 5.8 Surplus in Project Fund. Any amount remaining in the Project Fund after the Certificate of Completion has been delivered to the Trustee, shall be transferred by the Trustee into the Principal and Interest Payment Account and used and applied by Trustee for the purposes and at the times authorized by the Indenture.

Section 5.9 Right of Entry by Landlord. The duly authorized agents of Landlord shall have the right at any reasonable time prior to the completion of the Project to have access to the Project or any parts thereof for the purpose of inspecting and supervising the acquisition, installation or construction thereof.

Section 5.10 Machinery and Equipment Purchased by Tenant. Subject to the provisions of Section 10.2(b), if no part of the purchase price of an item of machinery, equipment or personal property was paid from proceeds of the 1988 Bonds or any other Bonds, then such items of machinery, equipment or personal property shall not be deemed a part of the Project.

Section 5.11 Approval of Plans and Specifications. The parties hereto agree that prior to the Construction Commencement Date the Tenant shall obtain the consent of the Landlord to the plans and specifications for the Project. Any changes, change

orders or modifications to the plans and specifications shall be subject to the review, consideration and consent of the Landlord.

ARTICLE VI

Section 6.1 Insurance as a Condition to Disbursement. As a condition precedent to disbursement of funds from the Project Fund pursuant to Article V hereunder, the Tenant covenants that it shall keep the following policies of insurance in full force and effect:

(A) General accident and public liability insurance (including coverage for losses arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which Landlord, the City of Wichita, Kansas, the Trustee and the Tenant shall be named as insureds or additional named insureds, in an amount not less than the then \$2,000,000 per occurrence with an aggregate coverage of \$5,000,000; which policy shall provide that such insurance may not be cancelled by the issuer thereof without at least Thirty (30) days' advance written notice to the Landlord and the Tenant, such insurance to be maintained throughout the Term of this Lease;

(B) Workers' Compensation Insurance in the amounts and respective coverages required by law;

(C) With regard to buildings and improvements constituting a part of the Project, builder's risk-completed value form insurance insuring the Project against fire, lightning and all other risks covered by the broadest form extended coverage endorsement then and from time to time thereafter in use in the State to the Full Insurable Value of the Project. Such policy or policies of insurance shall name the Landlord, the City of Wichita, Kansas, the Trustee and the Tenant as insureds, as their respective interests may appear, and all payments received under such policy or policies by Landlord, the City of Wichita, Kansas or the Tenant shall be paid over to the Trustee and be deposited in the Project Fund; and

(D) With regard to buildings and improvements constituting a part of the Project, performance and labor and material payment bonds and statutory bonds with respect to all Project Contract and in the full amount of the Project Contract, made by the contractors

thereunder as the principals and a surety company or companies qualified to do business in Kansas as surety. Said performance and labor and material payment bonds shall name Landlord, the City of Wichita, Kansas, the Trustee and the Tenant, as obligees. All payments received by Landlord, the City of Wichita, Kansas and/or the Tenant under said bonds shall be paid to the Trustee and become a part of and be deposited in the Project Fund.

Section 6.2 Insurance After Completion. The Tenant shall and covenants and agrees that it will, prior to or simultaneously with the expiration of the insurance provided for in the preceding section and throughout the Term at its sole cost and expense, keep the Project constantly insured against loss or damage by fire, lightning and all other risks covered by the broadest form extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof in such insurance company or companies as it may select and shall at all times maintain general accident and public liability insurance required pursuant to Section 6.1(a).

Section 6.3 General Insurance Provisions.

(A) Not less than Thirty (30) days prior to the expiration dates of the expiring policies, originals or certificates or acceptable binders of the policies provided for in this Article shall be delivered by Tenant to Landlord and the Trustee. All policies of such insurance and all renewals thereof shall name the Landlord, the City of Wichita, the Trustee and the Tenant as insureds as their respective interests may appear, shall contain a provision that such insurance may not be cancelled or amended by the issuer thereof without at least Thirty (30) days' written notice to Landlord and Tenant and shall be payable to the Trustee.

(B) Tenant will during any Term hereof obtain rent insurance payable to the Trustee covering the payment of Basic Rent due hereunder during such period or periods as the Project may be damaged or destroyed by one of the risks insured against by the insurance provided for in subparagraph (A) above and shall be under construction; rebuilding or repair and until replaced in usable condition, for a period not less than Eighteen (18) months. Such policy or a copy or certificate thereof shall be furnished to Landlord and, until the Bonds and interest thereon are fully paid and no longer Outstanding, to the Trustee.

(C) Each policy of insurance hereinabove referred to shall be issued by a nationally recognized responsible insurance company qualified under the laws of the State to assume the risks covered therein.

(D) The initial premium on the policies of insurance herein required shall be paid by Tenant prior to or concurrently with the commencement of the Basic Term hereof, or at such later date as such policies of insurance may be required to be in force under the terms of this Article. Tenant shall maintain a certificate on file with the Landlord establishing that such insurance is in force at all times.

(E) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible in an amount approved by the Landlord and the Trustee.

(F) Each policy of insurance required herein may be provided through blanket policies maintained by Tenant.

(G) Anything in this Lease notwithstanding, Tenant shall be liable to Landlord, and the Tenant agrees to indemnify and hold the Landlord and the City of Wichita, Kansas, harmless in connection with any loss or damage which may have been occasioned by the negligence of Tenant, its agents or employees.

ARTICLE VII

Section 7.1 Impositions. Tenant shall, during the life of this Lease, bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be lawfully paid in installments, Tenant shall be required to pay only such installments thereof as become due and payable during the life of this Lease as and when the same become due and payable. Landlord covenants that without Tenant's written consent it will not, unless required by law, take any action intended to cause or induce the levying or assessment of any Imposition (other than special assessments levied on account of special benefits or other Impositions for benefits or services uniformly imposed) which Tenant would be required to pay under this Article and that should any such levy or assessment be threatened or occur Landlord shall,

at Tenant's request, fully cooperate with Tenant in all reasonable ways to prevent any such levy or assessment.

Section 7.2 Receipted Statements. Unless Tenant exercises its right to contest any Impositions in accordance with Section 7.4 hereof, Tenant shall, within Thirty (30) days after the last day for payment, without penalty or interest, of an Imposition which Tenant is required to bear, pay and discharge pursuant to the terms hereof, deliver to Landlord a photostatic or other suitable copy of the statement issued therefor duly receipted to show the payment thereof.

Section 7.3 Landlord May Not Sell. Landlord covenants that, unless Tenant is in default under this Lease it will not, without Tenant's written consent, unless required by law, sell or otherwise part with or encumber its fee or other ownership interest in the Project at any time during the life of this Lease.

Section 7.4 Contest of Impositions. Tenant shall have the right, in its own or Landlord's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted at least Ten (10) days before the Imposition complained of becomes delinquent if, and provided, Tenant (i) before instituting any such contest, shall give Landlord written notice of its intention to do so and, if requested in writing by Landlord, shall deposit with the Trustee a surety bond of a surety company acceptable to Landlord as surety, in favor of Landlord, or cash, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and costs of suit, and (ii) shall diligently prosecute any such contest and at all times effectively stay or prevent any official or judicial sale therefor, under execution or otherwise, and (iii) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. Tenant shall hold Landlord whole and harmless from any costs and expenses Landlord may incur related to any such contest.

ARTICLE VIII

Section 8.1 Use of Project. Subject to the provisions of this Lease, Tenant shall have the right to use the Project for aviation and aviation related purposes common to the operation of a limited fixed-base operator, and such purposes are further limited to the provision of public air charter services (including air ambulance services), to the extent allowed by law, including the Constitution of the State and the Act, subject to the provisions of this Lease. Tenant shall comply with all statutes, laws, resolutions, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. Tenant shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease. Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of Tenant to comply with the provisions of this Article.

Section 8.2 Environmental Provisions.

(A) The Tenant hereby covenants that it will not cause or permit any Hazardous Substances (as defined herein) to be placed, held, located or disposed of, on, under or at the Project site, other than in the ordinary course of business and in compliance with all applicable laws.

(B) In furtherance and not in limitation of any indemnity elsewhere provided to the Landlord hereunder, the Tenant hereby agrees to indemnify and hold harmless the Landlord, the City of Wichita, Kansas, and the Trustee from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Landlord, the City of Wichita, Kansas or the Trustee by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Project site during any Term of this Lease of any Hazardous Substance (including, without limitation, any losses,

liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability or standards of conduct concerning, any Hazardous Substance) if such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the Tenant, or persons within the control of the Tenant, its officers, employees, agents, invitees and/or licensees, or if such Hazardous Substance was owned by, or located on the Project site by, the Tenant (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(C) If, during the Term of this Lease, the Tenant receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Project site or in connection with the Tenant's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting the Tenant (an "Environmental Complaint") from any persons or entity (including, without limitation, the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE")), the Tenant shall immediately notify the Landlord and the Trustee in writing of said notice.

(D) The Landlord shall have the right, but not the obligation, and without limitation of the Landlord's other rights under this Lease, to enter the Project or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Hazardous Substance or Environmental Complaint following receipt of any notice from any Person, including, without limitation, the EPA or KDHE, asserting the existence of any Hazardous Substance or an Environmental Complaint pertaining to the Project or any part thereof which, if true, could result in an order, suit or other action against the Tenant and/or which, in the reasonable judgment of the Landlord, could jeopardize its interests

under this Lease. If such conditions are caused by circumstances within the control of the Tenant or if such circumstances result from a Hazardous Substance owned by, or located on the Project site by, the Tenant (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the Landlord in the exercise of any such rights shall be payable by the Tenant upon demand.

(E) If an Event of Default shall have occurred and be continuing, ~~the Tenant at the request of the Landlord shall periodically perform~~ (at the Tenant's expense) an environmental audit and, if reasonably deemed necessary by the Landlord, an environmental risk assessment (each of which must be reasonably satisfactory to the Landlord), of the Project, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Tenant with respect to the Project. Said audit and/or risk assessment shall be conducted by an environmental consultant satisfactory to the Landlord. Should the Tenant fail to perform any such environmental audit or risk assessment within Thirty (30) days of the written request of the Landlord, the Landlord shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the Landlord in the exercise of such rights shall be payable by the Tenant on demand.

(F) Neither Tenant nor Landlord shall install or permit to be installed in the Project friable asbestos, electrical equipment containing polychlorinated biphenyls (PCB's), or any substance containing asbestos and deemed hazardous by federal or state regulations applicable to the Project and respecting such material. The Tenant shall defend, indemnify, and save the Landlord, the City of Wichita, Kansas and the Trustee harmless from all costs and expenses (including consequential damages) asserted or proven against the Tenant by any person, as a result of the presence of said substances, and any removal or compliance with such regulations, if said substance was installed by the Tenant, or persons within its control.

(G) The Landlord hereby agrees to indemnify and hold harmless the Tenant from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and

claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Tenant by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Project site during the period prior to the Term of this Lease of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the Tenant, or persons within the control of the Tenant, its officers, employees, agents, invites and/or licensees, or if such Hazardous Substance was owned by, or placed upon the Project site by, the Tenant (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(H) The provisions of this Section shall survive the termination of this Lease.

Section 8.3 Fire Equipment. Tenant shall furnish and maintain on the premises sufficient handheld or other portable fire extinguishing units as may be required by any liability insurer or as may be reasonably designated by the Landlord.

Section 8.4 Fire and Police Protection. Landlord agrees to extend to Tenant the same fire and police protection extended to the other tenants on the Airport, provided that Landlord may impose a fair and equitable charge for fire and police protection to all tenants on the Airport.

ARTICLE IX

Section 9.1 Sublease by Tenant. Tenant may sublease the Project or any portion thereof to a single party or entity, with the prior written consent of Landlord. In the event of any such subleasing, Tenant shall remain fully liable for the performance of

its duties and obligations hereunder, and no such subleasing and no dealings or transactions between Landlord and any such subtenant shall relieve Tenant of any of its duties and obligations hereunder. Any such subleases shall be subject and subordinate in all respects to the provisions of this Lease and shall specifically include the following provisions:

(A) Except for vending machines for subtenant's use, no subtenant shall be permitted to use the Project or any part thereof for retail food or beverage service, automobile sales or service, or the provision of recreation or entertainment;

(B) No subtenant shall be permitted to use any portion of Project for any private or commercial golf course, country club, massage parlor, tennis club, skating facility (including roller skating, skateboard and ice skating), racquet sports facility (including any handball or racquetball court), hot tub facility, suntan facility, or racetrack.

Section 9.2 Assignment by Tenant. Tenant may assign its interest in this Lease with the prior written consent of Landlord. In the event of any such assignment, Tenant shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between Landlord and any such assignee shall relieve Tenant of any of its duties and obligations hereunder, except as may be otherwise provided in the following section.

Section 9.3 Release of Tenant. If, in connection with an assignment by Tenant of its interests in this Lease, (i) the Landlord and the Owners of Ninety percent (90%) in aggregate principal amount of the Outstanding Bonds (including any Additional Bonds) file with the Trustee and the Original Purchaser their prior written consent to such assignment, and (ii) the proposed assignee shall expressly assume and agree to perform all of the obligations of Tenant under this Lease and under the Guaranty Agreement; then and in such event Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.4 Mergers, Consolidations and Sale of Assets. Notwithstanding the provisions of Section 9.2 and 9.3, if Tenant shall assign its interests in this Lease in connection with a

transaction involving the merger or consolidation of Tenant with or into, or a sale, lease or other disposition of all or substantially all of the property of Tenant as an entirety to another person, association, corporation or other entity, and (i) Landlord files with the Trustee its prior written consent to such assignment, (ii) the proposed assignee shall expressly assume and agree to perform all of the obligations of Tenant under this Lease and the Guaranty Agreement, and (iii) Tenant shall furnish the Trustee and Landlord with evidence in the form of financial statements accompanied by the certificate of an independent certified public accountant establishing that the net worth of such proposed assignee immediately following such assignment will be at least equal to the net worth of Tenant as shown by the most recent financial statement of Tenant furnished to the Landlord and the Trustee pursuant to this Lease, then and in such event Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.5 Covenant Against Other Assignments. Tenant will not assign or in any manner transfer its interests under this Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements herein set forth.

ARTICLE X

Section 10.1 Repairs and Maintenance. Tenant covenants and agrees that it will, during the Term of this Lease, keep and maintain the Project and all parts thereof in good condition and repair, including but not limited to the furnishing of all parts, mechanisms and devices required to keep the machinery, equipment and personal property constituting a part of the Project in good mechanical and working order, and that during said period of time it will keep the Project and all parts thereof free from filth, nuisance or conditions unreasonably increasing the danger of fire.

Section 10.2 Removal, Disposition and Substitution of Machinery and Equipment. (a) The Tenant shall not have the right to remove and sell or otherwise dispose of any machinery and equipment constituting a part of the Project (whether by reason of changed processes, changed techniques, obsolescence, depreciation or otherwise) without prior approval of, and payment of fair market

value to, the Landlord. Tenant shall be free to remove, relocate or otherwise reposition any and all machinery and equipment which does not constitute a portion of the Project. In all cases, Tenant shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage caused thereby.

(b) Tenant may remove any machinery and equipment constituting a part of the Project without first complying with the provisions of subparagraph (a) above; provided, however, that Tenant shall promptly replace any such machinery and equipment so removed with machinery and equipment of the same or a different kind but which are capable of performing the same function, efficiently, as the machinery and equipment so removed, and the machinery and equipment so acquired by Tenant to replace such machinery and equipment shall be deemed a part of the Project. Within Thirty (30) days after any such replacement by Tenant, Tenant shall deliver to the Trustee a certificate of the Authorized Tenant Representative setting forth a complete description, including make, model and serial numbers, if any, of the machinery and equipment which Tenant has acquired to replace the machinery and equipment so removed by Tenant, the cost thereof and that said machinery and equipment have been installed.

ARTICLE XI

Section 11.1 Alteration of Project. Tenant shall have and is hereby given the right, at its sole cost and expense, to make such additions, changes and alterations in and to any part of the Project as Tenant from time to time may deem necessary or advisable; provided, however, Tenant shall not make any addition, change or alteration without prior written approval of the Authorized Landlord Representative, which approval shall not be unreasonably withheld. All additions, changes and alterations made by Tenant pursuant to the authority of this Article shall (i) be made in a workmanlike manner and in strict compliance with all laws and resolutions applicable thereto, (ii) when commenced, be prosecuted to completion with due diligence, and (iii) when completed, shall be deemed a part of the Project; provided, however, that additions of machinery, equipment and/or personal property of Tenant, not purchased or acquired from funds deposited with the Trustee hereunder and not constituting a part of the Project shall remain the separate property of Tenant and may be removed by Tenant prior to expiration of the Term of this Lease;

provided further, however, that all such additional machinery, equipment and/or personal property which remain in the Project after the termination of this Lease for any cause shall, upon and in the event of such termination, become the separate and absolute property of Landlord.

ARTICLE XII

Section 12.1 Additional Improvements. Tenant shall have and is hereby given the right, at its sole cost and expense, to construct on the Land or within areas occupied by the Improvements, or in airspace above the Project, subject to the limitations and restrictions herein and otherwise at law contained, such additional buildings and improvements as Tenant from time to time may deem necessary or advisable; provided further, Tenant shall not make any additional improvements without prior written approval of Authorized Landlord Representative, which approval shall not be unreasonably withheld. All additional buildings and improvements constructed by Tenant pursuant to the authority of this Article shall become the property of Landlord. Tenant covenants and agrees (i) to make all repairs and restorations, if any, required to be made to the Project because of the construction of, addition to, alteration or removal of, said additional buildings or improvements, (ii) to keep and maintain said additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, and (iii) to promptly and with due diligence either raze and remove from the Land, in a good, workmanlike manner, or repair, replace or restore such of said additional buildings or improvements as may from time to time be damaged by fire or other casualty.

ARTICLE XIII

Section 13.1 Securing of Permits and Authorizations. Tenant shall not do or permit others under its control to do any work in or in connection with the Project or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have first been procured and paid for. All such work shall be done in a good and workmanlike manner and in compliance with all applicable

building, zoning and other laws, resolutions, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Lease.

Section 13.2 Mechanics' Liens. Tenant shall not do or suffer anything to be done whereby the Project, or any part thereof, may be encumbered by any mechanics' or other similar lien and if, whenever and so often as any mechanics' or other similar lien is filed against the Project, or any part thereof, Tenant shall discharge the same of record within Thirty (30) days after the date of filing. Notice is hereby given that Landlord does not authorize or consent to and shall not be liable for any labor or materials furnished to Tenant or anyone claiming by, through or under Tenant upon credit, by contract or otherwise, and that no mechanics' or similar lien for any such labor, services or materials shall attach to or affect the reversionary or other estate of Landlord in and to the Project, or any part thereof.

Section 13.3 Contest of Liens. Landlord agrees that notwithstanding the above, the Tenant shall have the right to contest any such mechanics' or other similar lien if within said Thirty (30) day period stated above it (i) notifies Landlord in writing of its intention so to do, and if requested by Landlord, deposits with the Trustee a surety bond issued by a surety company acceptable to Landlord as surety, in favor of Landlord or cash, in the amount of the lien claim so contested, indemnifying and protecting Landlord from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with said asserted lien and the contest thereof, and (ii) diligently prosecutes such contest, at all times effectively staying or preventing any official or judicial sale of the Project or any part thereof or interest therein, under execution or otherwise, and (iii) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

Section 13.4 Utilities. All utilities and utility services used by Tenant in, on or about the Project shall be contracted for by Tenant in Tenant's own name and Tenant shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary in connection therewith. The Landlord

agrees to extend provision for water and sewer services as well as electricity and telephone services to the Land in accordance with the ordinary course of the Construction of the Project. The parties hereto agree that natural gas will be provided by a third-party supplier with which the Tenant will contract directly.

ARTICLE XIV

Section 14.1 Indemnity. Tenant shall protect, defend and hold the Landlord, the City of Wichita, Kansas and their officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the leased premises or the acts or omissions of Tenant's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of the Landlord. The Landlord shall give to Tenant reasonable notice of any such claims or actions. The Tenant shall also use counsel reasonably acceptable to the Landlord and/or the City of Wichita, Kansas, as the case may be, in carrying out its obligations hereunder. The provisions of this Section shall survive the termination of this agreement.

ARTICLE XV

Section 15.1 Landlord's Access to Project. Landlord, for itself and its duly authorized representatives and agents, including Trustee, reserves the right, with prior notice, to enter the Project at all reasonable times during usual business hours throughout the Basic Term and the Additional Term for the purpose of (i) examining and inspecting the same, (ii) performing such work as made necessary by reason of Tenant's default under any of the provisions of this Lease, and (iii) while an Event of Default is continuing hereunder, for the purpose of exhibiting the Project to prospective lessees. Landlord may, during the progress of said work mentioned in (ii) above, keep and store on the Project all

necessary materials, supplies and equipment and shall not be liable for necessary inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment.

Section 15.2 Inspection of Project. The Authorized Landlord Representative on ten (10) days notice to Tenant of his intention to do so, accompanied by Tenant's representatives, may cause inspection of the Project by Landlord's representatives or an outside architect or engineer of his choosing at the expense of Tenant. In the event that the report of any such inspection shows that the Project has not been maintained in the state of repair required by this Lease, then the Landlord may take such action as provided for in this Lease.

ARTICLE XVI

Section 16.1 Option to Extend Term.

(A) Tenant shall have and is hereby given the right and option, to extend the term of this Lease for three (3) Additional Terms of five (5) years each, provided that (i) Tenant shall give Landlord written notice of its intention to exercise each such option at least Thirty (30) days prior to the expiration of the previous Term, and (ii) Tenant is not in default hereunder in the payment of Ground Rent, Basic Rent or Additional Rent at the time it gives Landlord such notice or at the time said Additional Term commences. In the event that Tenant fails to give required notice to Landlord, this Lease shall automatically terminate at the end of the previous Term of this Lease.

(B) In the event Tenant exercises the option for the aforesaid Additional Term, subject to the provisions for the adjustment in Ground Rent and Basic Rent as set forth below, all terms, covenants, conditions and provisions set forth in this Lease shall be in full force and effect and binding upon Landlord and Tenant during such Additional Term.

(C) Tenant and Landlord covenant and agree that the monthly Ground Rent during each year of any Additional Term shall be an amount equal to the monthly total of the previous year's Ground

Rent plus an additional five percent (5%) which additional percentage will continue to be calculated and added in each subsequent year, commensurate with the period increases originally established by Schedule II hereof for Ground Rent during the Basic Term.

(D) Tenant and Landlord covenant and agree that the monthly Basic Rent during each Additional Term shall be an amount equal to the "Fair Market Rent" of the Improvements established in accordance with Section 16.2 of this Lease.

Section 16.2 Fair Market Rent

(A) The Basic Rent for an Additional Term occurring after the Basic Term shall be the fair market rental value of the Project, with appropriate adjustment for Ground Rent payments required and established by Section 16.1, as of the commencement of such Additional Term. If Tenant shall so request in writing, not earlier than sixty (60) days prior to the last day on which Tenant may exercise its option for an Additional Term, Landlord shall not later than thirty (30) days after receipt of such notice, deliver to Tenant Landlord's then good faith estimate ("Landlord's Estimate") of the fair market rental value of the Project for the Additional Term. In the event that Tenant shall elect to exercise its option to extend the Term of this Lease for the Additional Term, Tenant may at the same time give the Landlord notice of whether or not Tenant accepts Landlord's Estimate. In the event that the parties cannot agree as to fair market value and Tenant exercises its option to renew but disputes Landlord's Estimate the fair market value will be determined through arbitration as set forth below except that ~~there shall be three arbitrators~~ and each such arbitrator shall have at least ten year's experience as a commercial leasing broker or appraiser in the City of Wichita, Kansas. The arbitrators shall be instructed that they must use all reasonable efforts to reach a final determination on or before one hundred twenty (120) days prior to the expiration of the preceding Basic Term or Additional Term.

(B) The arbitrators shall use the following guides in determining the fair market rental value. The fair market rental value of the Project shall mean an amount per rentable square foot per annum determined by reference to the market for space in the Improvements and in comparable Improvements at airports in the same

or similar geographical areas in which the Improvements are located that a willing landlord would offer and a willing tenant would accept in an arms-length transaction for a lease of the Project (i) commencing on the first day of the Additional Term, (ii) providing for a term of five years with renewal, (iii) providing for no free rent, no work to be done by the Landlord to prepare the Project for the tenant and no contributions by the Landlord to Tenant's cost to so prepare the Project, (iv) taking into account other factors that the arbitrators may deem relevant and reasonable, including the required payments of Ground Rent. To the extent that the arbitrators determine fair market value rent by reference to other transactions, they shall consider the terms and conditions of such other transactions and if such other transactions have different terms and conditions (e.g., shorter or longer term, free rent, different escalation formula or renewal options), fair market rental value shall be determined by the appraisers by making appropriate adjustment to the base rent of such other transactions.

(C) The arbitration shall be determined by arbitration in the State of Kansas in accordance with the then applicable Commercial Arbitration Rules of the American Arbitration Association and, at the option of the party submitting the dispute to arbitration, the Expedited Procedure Provisions of such Commercial Arbitration Rules. The arbitrator(s) shall act as promptly as possible to determine and conclude the issue. The determination of the arbitrators shall be in writing and shall be conclusive upon the parties and judgment upon the same may be entered in any court having jurisdiction over the parties and the subject matter of the dispute.

(D) Each party to any arbitration hereunder shall be responsible for paying its own fees and expenses of the arbitration, the expense of its own attorneys and experts, as well as any additional expenses of presenting its own proof. Any costs of the arbitration not specifically attributable to either party shall be paid by each party in equal proportion.

(E) The provisions for arbitration of disputes over the fair market rental value for a second and/or third additional term shall apply only as set forth in this section and shall not be construed to submit to binding arbitration any other term or provision of this Lease.

ARTICLE XVII

Section 17.1 Rules and Regulations.

(A) Tenant, its agents and employees, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by The Wichita Airport Authority of the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport or Tenant's operations conducted hereunder. Landlord shall not adopt rules, regulations, orders or restrictions which will unreasonably interfere with Tenant's use of the Project in the manner contemplated by this Lease. Rules, regulations, orders or restrictions shall be deemed to unreasonably interfere if, among other things, they materially impair Tenant's ability to derive income from its primary business in connection with the Project.

(B) Landlord shall not be liable to Tenant for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this section provided, nor shall Tenant be entitled to terminate this agreement by reason thereof unless the exercise of such authority shall be interfere with Tenant's exercise of the rights hereunder as to constitute a termination of this agreement by operation of law in accordance with the laws of the State of Kansas.

(C) Landlord shall be held harmless for any and all breaches of ~~Federal Aviation Administration or Landlord's security rules or regulations~~ caused by the Tenant, its agents or employees, or that occur on the Tenant's premises except to the extent caused by Landlord. In the event the Federal Aviation Administration imposes a fine or penalty for any such security violation, whether such fine or penalty is assessed to the Landlord or the Tenant or their agents or employees, the penalty shall be paid by the Tenant, provided, however, that nothing herein shall prevent Tenant from contesting the legality, validity or application of such fine or penalty to the full extent Tenant may be lawfully entitled so to do.

ARTICLE XVIII

Section 18.1 Damage and Destruction.

(A) If, during the Basic Term, the Project is damaged or destroyed, in whole or in part, by fire or other casualty, the Tenant shall promptly notify the Landlord in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(B) If the Tenant shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Tenant shall forthwith proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, if any portion of the Bonds remain Outstanding, any Net Proceeds of casualty insurance required by this Lease and received with respect to any such damage or loss to the Project shall be paid to the Trustee and shall be deposited in the Project Replacement Fund and shall be used and applied for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the Project Replacement Fund after such rebuilding, repairing, restoring or replacing shall be deposited into the Principal and Interest Payment Account, so long as any of the Bonds remain Outstanding. Amounts remaining in the Project Replacement Fund after all the Bonds are defeased and paid shall become the property of the Landlord.

(C) If the Tenant shall determine that rebuilding, repairing, restoring or replacing the Project are not practicable and desirable, and any of the Bonds remain Outstanding, any Net Proceeds of casualty insurance required by this Lease and received with respect to any such damage or loss to the Project shall be paid into the Principal and Interest Payment Account, so long as any of the Bonds remain Outstanding. Amounts received pursuant to this subsection when restoring or replacing the Project is not practicable after all the Bonds are defeased and paid shall become the property of the Landlord. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection.

(D) Tenant acknowledges its obligations under Section 6.2 to obtain rent insurance payable to the Trustee covering the payment

of Basic Rent due hereunder and agrees that Tenant shall not, by reason of its inability to use all or any part of the Project during any period in which the Project is damaged or destroyed, and is being repaired, rebuilt, restored or replaced nor by reason of the payment of any costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or any abatement or diminution of the Basic Rent.

Section 18.2 Condemnation.

(A) If, during the Basic Term, title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain, the Tenant shall, within Ninety (90) days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify the Landlord and the Trustee in writing as to the nature and extent of such condemnation and whether it is practicable for the Tenant to acquire or construct substitute improvements.

(B) If the Tenant shall determine that such substitution is practicable and desirable and the Landlord shall agree thereto, the Tenant shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, if any portion of the Bonds remain Outstanding, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceeds shall be paid to the Trustee and shall be deposited in the Project Replacement Fund and shall be used and applied for the purpose of paying the cost of such substitution. Any amount remaining in the Project Replacement Fund after such acquisition or construction shall be deposited into the Principal and Interest Payment Account, so long as any of the Bonds remain Outstanding. Amounts remaining in the Project Replacement Fund after all the Bonds are defeased and paid shall become the property of the Landlord.

(C) If the Tenant shall determine that it is not practicable and desirable to acquire or construct substitute improvements, and any of the Bonds remain Outstanding, any Net Proceeds of condemnation awards received by the Tenant shall be paid into the Principal and Interest Payment Account, so long as any of the Bonds remain Outstanding. Amounts received pursuant to this subsection when restoring or replacing the Project is not practicable after

all the Bonds are defeased and paid shall become the property of the Landlord. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection.

(D) Tenant acknowledges its obligations under Section 6.2 to obtain rent insurance payable to the Trustee covering the payment of Basic Rent due hereunder and agrees that Tenant shall not, by reason of its inability to use all or any part of the Project during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement or diminution of the Basic Rent payable by the Tenant under this Lease.

(E) The Landlord shall cooperate fully with the Tenant in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof. In no event will the Tenant voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the Landlord.

ARTICLE XIX

Section 19.1 FAA Requirements. Landlord and Tenant further agree that the requirements of the Federal Aviation Administration set out below are approved by both parties, and if applicable, Tenant agrees to comply with all FAA requirements with respect to its operations, the use of the Airport and this Lease.

(A) The Tenant, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(B) The Tenant, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Tenant shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(C) The Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment activities covered in 14 CFR Part 152, Subpart E. The Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Tenant assures that it will require that its covered suborganizations provide assurances to the Tenant that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(D) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(E) Tenant agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; Provided that, Tenant may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(F) Landlord reserves the right (but shall not be obligated to Tenant) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Tenant in this regard.

(G) Landlord reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Tenant, and without interference or hindrance.

(H) Landlord reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of Landlord would limit the usefulness of the airport or constitute a hazard to aircraft.

(I) During time of war or national emergency Landlord shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(J) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(K) There is hereby reserved to Landlord, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(L) This Lease shall become subordinate to provisions of any existing or future agreement between the Landlord and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

Section 19.2 Modifications for Granting FAA Funds. In the event that the Federal Aviation Administration requires, as a condition precedent to granting of funds for the improvement of the Wichita Mid-Continent Airport, modifications or changes to this Lease, Tenant agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions, or requirements of this Lease, as may be reasonably required to enable the Landlord to obtain said Federal Aviation Administration funds, provided that in no event shall such changes materially impair the rights of Tenant hereunder or materially increase its obligations.

ARTICLE XX

Section 20.1 Remedies on Default. Both Tenant and Landlord shall be entitled to exercise all remedies available to Tenant and/or Landlord at law or equity upon an Event of Default. Whenever an Event of Default shall have happened and be continuing, each party is specifically entitled to take any one or more of the following remedial actions:

(A) Give the defaulting party written notice of intention to terminate this Lease on a date specified therein, which date shall not be earlier than Thirty (30) days after such notice is given and, if all defaults have not then been cured on the date so specified, Tenant's right with respect to possession and occupancy of the Project shall cease, and this Lease shall thereupon be terminated.

(B) Upon the occurrence of an event of default arising solely out of a failure on the part of the Tenant to pay Basic Rent at the times required, the Landlord shall, without terminating the term of this Lease, be entitled to (i) declare the aggregate amount of all unpaid Basic Rent then or thereafter required to be paid under this Lease by the Tenant to be immediately due and payable as liquidated

damages from the Tenant, and/or (ii) re-enter the Project or take possession thereof pursuant to legal proceedings or pursuant to any notice provided for by law, without terminating the term or this Lease to relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as Landlord may deem advisable, with the right to make alterations and repairs to the Project. Such re-entry or taking of possession of the Project by Landlord shall not be construed to relieve Tenant of its obligation to pay Basic Rent, less the net proceeds, if any, of any reletting of the Project after deducting the Ground Rent and Landlord's expenses incurred in connection with such reletting.

Landlord shall deposit the net proceeds of any reletting in the Principal and Interest Payment Account. If, in accordance with any of the foregoing provisions of this Article, Landlord shall have the right to elect to re-enter and take possession of the Project, Landlord may enter and expel Tenant and those claiming through or under Tenant and remove the property and effects of both or either (forcibly if necessary) without being guilty of or liable for any manner of trespass and without prejudice to any remedies for arrears of Basic Rent, Ground Rent, Additional Rent or preceding breach of covenant.

Section 20.2 Survival of Basic Rent Obligations. Landlord covenants and agrees, and the Tenant acknowledges, that the ~~payments~~ of Basic Rent under this Lease are intended in their entirety to completely retire and defease the 1998 Bonds. In the event the Tenant fails to make any required payment of Basic Rent under this Lease for any reason, the obligation to make such payment or payments shall continue and shall survive even the cancellation and termination of this Lease, for any cause. Provided that, nothing in this Lease shall be construed as a waiver by Tenant of any rights or claims Tenant may have against Landlord under this Lease or otherwise, but any recovery upon such rights and claims shall be had from Landlord separately, it being the intent of this Lease that Tenant shall be unconditionally obligated to perform fully its obligation to pay Basic Rent.

Section 20.3 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Landlord or the Tenant is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or

hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Landlord to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein.

ARTICLE XXI

Section 21.1 Performance of Tenant's Obligations by Landlord. If either the Tenant or Landlord shall fail to keep or perform their respective obligations as provided in this Lease, then the non-breaching party may (but shall not be obligated to do so) upon the continuance of such failure by the party-in-breach for more than Thirty (30) days after notice of such failure is given, and without waiving or releasing the party-in-breach from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the party-in-breach shall be required to reimburse the non-breaching party for all sums so paid and all necessary or incidental costs and expenses incurred in the performance of such obligations.

ARTICLE XXII

Section 22.1 Surrender of Possession.

(A) Upon accrual of Landlord's right of re-entry as the result of Tenant's default hereunder or upon the early cancellation or termination of this Lease for reasons other than natural expiration of the Basic Term or any Additional Term, Tenant shall peacefully surrender possession of the Project to Landlord in good ~~condition~~ and repair, ordinary wear and tear excepted and Tenant shall have the right, prior to the termination of this Lease, to remove from or about the Project the machinery, equipment, personal property, furniture and trade fixtures which do not constitute an integral part of the Project, which Tenant owns under the provisions of this Lease and not constituting a part of the Project. All repairs to and restorations of the Project required

to be made because of such removal shall be made by and at the sole cost and expense of Tenant.

(B) Upon accrual of the Landlord's right of re-entry as the result of the natural expiration of the Basic Term or any Additional Term, Tenant shall peacefully surrender possession of the Project to Landlord in good condition and repair, ordinary wear and tear excepted and Tenant shall prior to the termination of this Lease, remove from or about the Project the machinery, equipment, personal property, furniture and trade fixtures which do not constitute an integral part of the Project, which Tenant owns under the provisions of this Lease and not constituting a part of the Project.

(C) All machinery, equipment, personal property, furniture and trade fixtures owned by Tenant and which are not removed from or about the Project in accordance with the preceding requirements shall become the separate and absolute property of Landlord.

ARTICLE XXIII

Section 23.1 Notices. All notices required or desired to be given hereunder shall be in writing and shall be delivered in person to the Notice Representative or mailed by registered or certified mail to the Notice Address, return receipt requested. All notices given by certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed.

ARTICLE XXIV

Section 24.1 Net Lease. The parties hereto agree (a) that this Lease is intended to be a net lease, (b) that the payments of Basic Rent and Additional Rent are designed to provide Landlord and the Trustee with funds adequate in amount to pay all principal of and interest on the Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth herein, and (c) that to the extent that the payments of Basic Rent and Additional Rent are not adequate to provide Landlord and the Trustee with funds sufficient for the purposes aforesaid, Tenant shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such

further sums of money as may from time to time be required for such purposes.

Section 24.2 Funds Held by Trustee After Payment of Bonds. The parties hereto agree that if after the principal of and interest on the Bonds and all costs incident to the payment of Bonds have been paid in full, the Trustee holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Lease, be the absolute property of and be paid over forthwith to Landlord.

ARTICLE XXV

Section 25.1 Rights and Remedies. The rights and remedies reserved by Landlord and Tenant hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. Landlord and Tenant shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 25.2 Waiver of Breach. No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the non-defaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such default or defaults which were in existence at the time such payment or payments or performance were accepted by it.

Section 25.3 Landlord and Tenant Shall Not Unreasonably Withhold Consents and Approvals. Wherever in this Lease it is provided that Landlord and/or Tenant shall, may or must give its approval or consent, or execute exhibits or schedules, Landlord and Tenant shall not unreasonably, arbitrarily or unnecessarily withhold or refuse to give such approvals or consents or refuse to execute such exhibits or schedules.

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ARTICLE XXVI

Section 26.1. Financial Reports. So long as any Bonds are Outstanding and unpaid and subject to the terms of the Indenture, Tenant shall furnish or cause to be furnished to the Landlord, the Trustee, and the Original Purchaser, within One Hundred Twenty (120) days of the last day of Tenant's preceding fiscal year, a copy of the financial statements as required by the Guaranty Agreement.

Section 26.2 Quiet Enjoyment and Possession. So long as Tenant shall not be in default under this Lease, and except as otherwise required by law or circumstances not within Landlord's control, Tenant shall and may peaceably and quietly have, hold and enjoy the Project.

ARTICLE XXVII

Section 27.1. Fueling.

(A) Subject to the restriction that the Tenant shall not be permitted to engage in the selling, transferring or retailing of fuel, the Tenant shall have the right on the Project and such other property leased to the Tenant by the Landlord and at no other location on the Wichita Mid-Continent Airport to:

(i) Dispense aircraft and/or motor fuel into aircraft and or motor vehicles owned or leased by Tenant.

(ii) Operate and maintain at the Project such equipment and vehicles as may be necessary and appropriate to the dispensing of fuel to aircraft;

(iii) Operate and maintain storage tanks and related equipment at the Project for the receipt, storage and dispensing of aircraft and motor vehicle fuel to Tenant's aircraft and motor vehicles;

(iv) Purchase aircraft and motor vehicle fuel from Tenant's own sources and suppliers and to cause the same to be delivered to Tenant's vehicles or tanks on the Project;

(v) Contract for and receive fueling services from any other tenant at Wichita Mid-Continent Airport or any other party authorized to sell and dispense fuel at said Airport; and

(vi) Exercise and enjoy such other rights and privileges with respect to aircraft and motor vehicle fuel purchasing and aircraft and motor vehicle fueling as Landlord shall now or hereafter be obliged by law, regulation, grant condition or contract to extend to Tenant.

(B) Tenant shall, in the exercise of such rights, be obliged to conform to Federal, State and local laws, ordinances, and regulations respecting environmental protection, safety and fire safety and to conform to such additional reasonable regulations and requirements as now exist or may hereafter be adopted by Landlord. Further, prior to undertaking any activity in the exercise of such rights which is new or in addition to activities now lawfully carried on by Tenant, Tenant shall submit to Landlord for approval a proposal setting forth how Tenant intends to undertake such activity including plans and specifications for any equipment or construction, which approval shall not be unreasonably withheld.

(C) Prior to undertaking any activity in the exercise of such fueling rights which is new or in addition to activities lawfully carried on by the Tenant prior to the date hereof, Tenant shall submit to Landlord for approval a proposal setting forth how the Tenant intends to undertake such activity including plans and specifications for any equipment or construction, which approval shall not be unreasonably withheld.

(D) So long as the Landlord or Landlord's contractor operates a ~~bulk~~ fuel plant, Tenant may purchase fuel from Landlord or Landlord's contractor at cost plus the fuel flowage fee and/or tank farm fee designated for the particular class of trade of the end user by the "Schedule of Fees and Charges" adjusted and adopted by Landlord from time to time. In the event Landlord's contractor arranges for fuel to be delivered to the bulk fuel plant on a consignment basis, Tenant may participate in such arrangement. Tenant shall be solely responsible to the cosigner for the cost of such fuel delivered for Tenant's use, and Tenant shall remain responsible to Landlord for the appropriate fuel flowage fees and/or tank farm fees as established by Landlord.

(E) The right to purchase fuel from Landlord or Landlord's contractor is expressly subject to the willingness of Landlord or Landlord's contractor to purchase fuel for resale and the availability of quality fuel on a reasonable basis. Furthermore, there is no right or privilege extended to Tenant by Landlord to store Tenant's own fuel at Landlord's bulk fuel plant.

(F) Tenant acknowledges that it may be required to pay a fuel flowage fee pursuant to a separate agreement with the Landlord. The Landlord covenants that any such fuel flowage fee shall be consistent with the fees charged other tenants and users exercising similar privileges within the same class or trade.

(D) Landlord reserves the right to assess fees and charges to any party who may from time to time deliver fuel onto the Wichita Mid-Continent Airport.

Section 27.2 Parking. Tenant shall have the right on the Project and at such other property leased to the Tenant by the Landlord and at no other location on the Wichita Mid-Continent Airport to park automobiles, trucks and similar vehicles at the Project without the payment of any additional fees to the Landlord; provided however, the Tenant shall comply fully with the rules and regulations of the Landlord concerning the parking and use of vehicles at Wichita's Mid-continent Airport generally.

Section 27.3 Access to Project. The parties hereto acknowledge that vehicles will access the Project from Pueblo Road, a dedicated street of the City of Wichita, Kansas. All arrangements for vehicle access will be made by the Tenant and the costs thereof shall either be paid from the Project Fund or by the Tenant from funds unrelated to the 1998 Bonds. The parties hereto further acknowledge that aircraft access will be from an existing taxiway located immediately to the east of the Land and access pavement to the Project ramp area will be provided at the cost of the Landlord in the regular course of the construction of the Project.

ARTICLE XXVIII

Section 28.1 Amendments. This Lease may be amended, changed or modified in the following manner:

(A) With respect to any amendment, change or modification which might adversely affect the security or rights of the Owners Bonds, by an agreement in writing executed by Landlord and Tenant and consented to in writing by the owners of at least Sixty-six and Two-thirds percent (66-2/3%) of the aggregate principal amount of the Bonds then outstanding;

(B) With respect to any amendment, change or modification which reduces the Basic Rent due under this Lease, or any amendment which reduces the percentage of Owners whose consent is required for any such amendment, change or modification, by an agreement in writing executed by Landlord and Tenant and consented to in writing by the owners of One Hundred percent (100%) of the aggregate principal amount of the Bonds then outstanding; and

(C) With respect to all other amendments, changes, or modifications, by an agreement in writing executed by Landlord and Tenant.

At least Thirty (30) days prior to the execution of any agreement pursuant to (C) above, if any of the Bonds remain Outstanding, Landlord and Tenant shall furnish the Trustee and the Original Purchaser of the Bonds with a copy of the amendment, change or modification proposed to be made. In any such circumstances, agreements to be executed by the Landlord shall be subject to the adoption of an approving resolution or other proper approval proceedings had of the governing body of the Landlord.

Section 28.2 Granting of Easements. Tenant shall not, without the prior written approval of the Authorized Landlord Representative (i) grant easements, licenses and other rights or privileges in the nature of easements with respect to any property included in the Project, or (ii) release existing easements, licenses, rights-of-way and other rights or privileges, and Tenant agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by Tenant of (a) a copy of the instrument of grant or release or of the agreement or other arrangement, and (b) a written application signed by the Authorized Landlord Representative requesting execution and delivery of such instrument, provided that, such grant or release is not detrimental

to the proper conduct of the business of Tenant, and such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Project. Any payments or other consideration received by Landlord for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of Landlord.

Section 28.3 Security Interest. Landlord and Tenant agree to execute and deliver all instruments (including financing statements and statements of continuation thereof) reasonably requested by the Trustee as necessary for perfection of and continuance of the security interest of the Trustee in and to this Lease. The Trustee shall file or cause to be filed all such instruments required to be so filed and shall continue or cause to be continued to liens of such instruments for so long as the Bonds shall be Outstanding.

ARTICLE XXIX

Section 29.1 Tax Exempt Status of Bonds. Tenant covenants and agrees, to the extent requested by the Landlord, to assist the Landlord in filing such periodic supplemental statements or notices with the Internal Revenue Service or such other designated governmental agency as may now or hereafter be required by applicable statutes or regulations in order to maintain or establish the exemption from federal income taxation of the interest on the 1998 Bonds. Tenant further covenants and agrees to do such other acts as may be necessary from time to time to assure the continued tax exempt status of the 1998 Bonds, and to refrain from any or all acts which may from time to time adversely affect or threaten the tax exempt status of the 1998 Bonds. Landlord agrees not to take any action intended to adversely affect the tax-exempt status of the 1998 Bonds.

ARTICLE XXX

Section 30.1 Construction and Enforcement. This Lease shall be construed and enforced in accordance with the laws of the State. The provisions of this Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Indenture. Wherever in this Lease it is provided that either party

shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 30.2 Invalidity of Provisions of Lease. If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 30.3 Covenants Binding on Successors and Assigns. The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 30.4 Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Lease or as affecting the true meaning of the provisions hereof. The reference to section numbers herein or in the Indenture shall be deemed to refer to the numbers preceding each section.

Section 30.5 Execution of Counterparts. This Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

ARTICLE XXXI

Section 31.1 Equal Employment Opportunity. The Tenant agrees that it will not discriminate or permit discrimination against any person on the basis or race, color, national origin or ancestry, religion, sex, age, physical handicap or marital status in its operations or services, and its use or occupancy of the Project under this Lease. The Tenant agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1968; the Kansas Act Against Discrimination, K.S.A. 44-1001,

et seq.; the Code of the City of Wichita Section 2.12.900, et seq.; and laws, regulations or amendments as may be promulgated thereunder, including specifically any ordinance of the City of Wichita, Kansas presently existing or to be hereinafter enacted, which provides for Equal Employment Opportunity and Nondiscrimination for all persons.

ARTICLE XXXII

Section 32.1 Signs and Advertising. Tenant, at its sole expense, shall have the right to place, construct, and maintain exterior signs on the leased premises, consistent with all applicable requirements of law. Landlord shall have the right to approve the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, which approval shall not be unreasonably withheld. Upon termination of this Lease, the Tenant shall remove any sign so placed and repair any damage to the premises caused thereby.

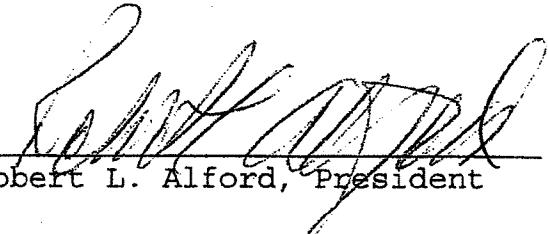
[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the Landlord, being hereunto authorized by valid and existing resolutions duly adopted by its Governing Body, has caused this Lease to be executed and delivered in its name and behalf by and through its President and Deputy Airport Clerk, all the day and year first above written.

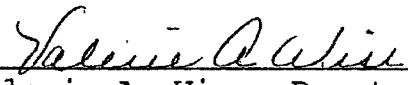
WICHITA AIRPORT AUTHORITY OF
THE CITY OF WICHITA, KANSAS
as "Landlord"

(Seal)

By


Robert L. Alford, President

ATTEST:

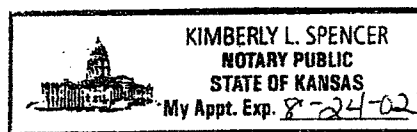

Valerie A. Wise, Deputy Airport Clerk

ACKNOWLEDGMENT

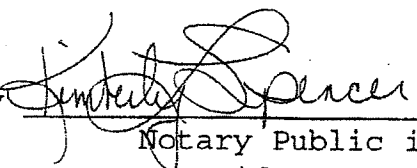
STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 7th day of December, 1998, before me, a notary public in and for said County and State, came Robert L. Alford, President of the Wichita Airport Authority of the City of Wichita, Kansas, governmental or quasi-governmental entity authorized under the laws of the State of Kansas, and Valerie A. Wise, Deputy Airport Clerk of said Authority, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said Authority, and such persons duly acknowledged the execution of the same to be the act and deed of said Authority.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

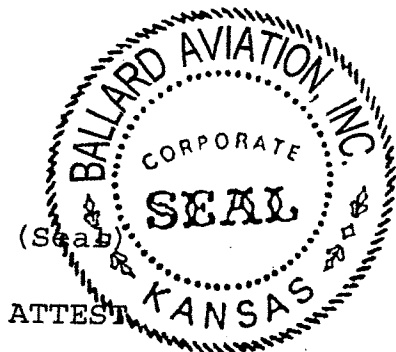


By


Notary Public in and for
said County and State

My Appointment Expires:

IN WITNESS WHEREOF, the Tenant, pursuant to valid and subsisting resolutions of its Board of Directors, has caused this Lease to be executed and delivered in its name and behalf by its officers thereunto duly authorized, all the day and year first above written.



BALLARD AVIATION, INC.
as the "Tenant"

By Jimmy E. Ballard, President
Jimmy E. Ballard, President

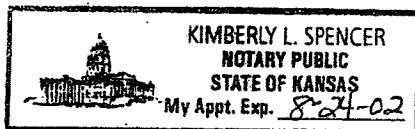
Iva L. Ballard, Secretary
Iva L. Ballard, Secretary

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 8th day of December, 1998, before me, a notary public in and for said County and State, came Jimmy E. Ballard, President of Ballard Aviation, Inc., a corporation duly organized and existing under and by virtue of the laws of said State, and Iva L. Ballard, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



Kimberly L. Spencer
Notary Public in and for
said County and State

My Appointment Expires:

SCHEDULE I

SCHEDULE I TO THE LEASE, DATED AS OF DECEMBER 15, 1998,
BY AND BETWEEN THE WICHITA AIRPORT AUTHORITY OF THE CITY
OF WICHITA, KANSAS AND BALLARD AVIATION, INC.

THE PROJECT

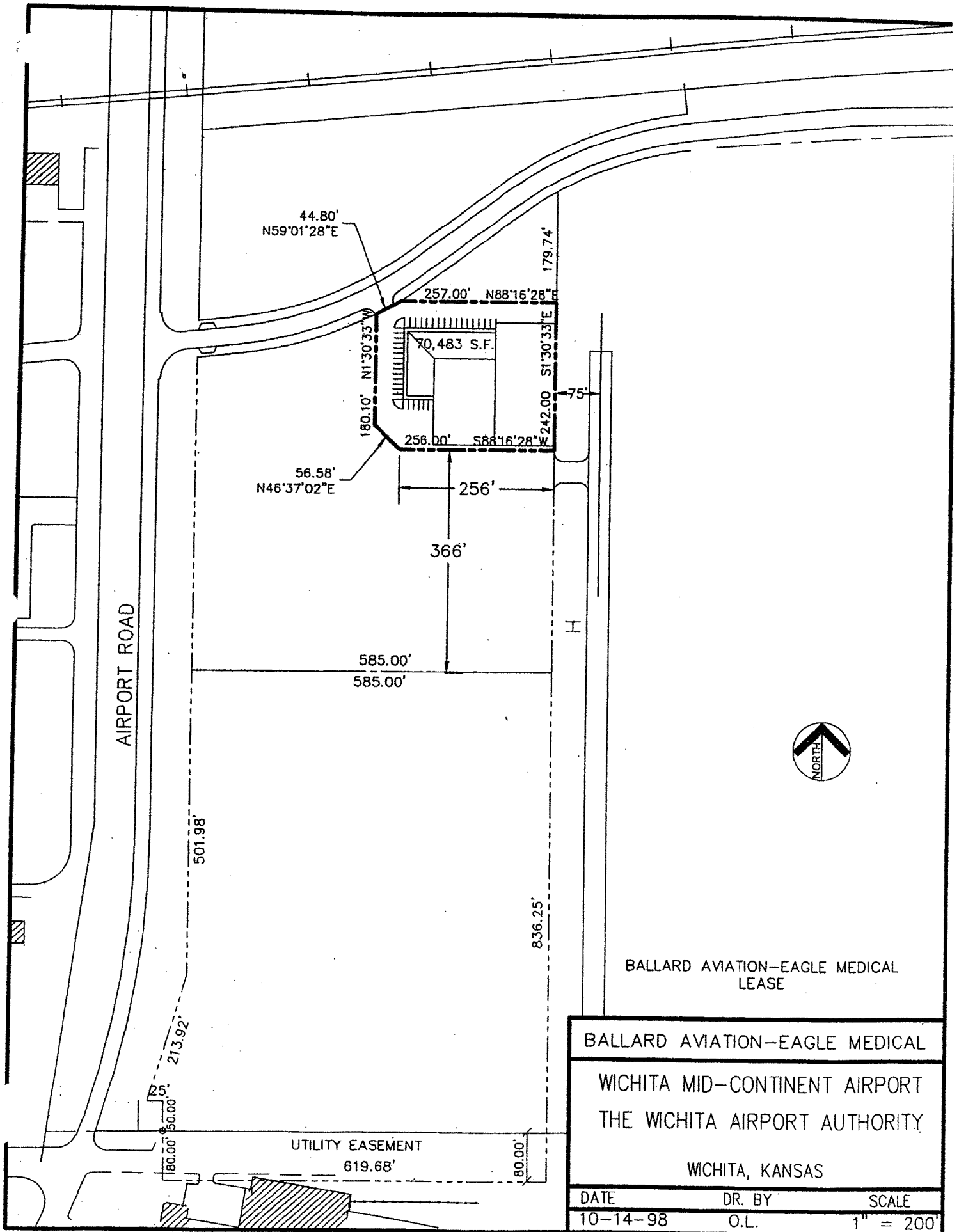
(i) THE LAND: The following described real estate located in Sedgwick County, Kansas, and comprising 70,483 sq. ft. more or less, to wit:

See Exhibit A attached hereto

(ii) THE IMPROVEMENTS: All buildings, improvements, machinery and equipment now or hereafter constructed, located or installed on the Land described in the immediately preceding subsection (i) pursuant to the Lease, constituting the "Improvements" as referred to in this Indenture, and more specifically described as follows:

The Project will consist of a 20,000 square foot facility and certain related equipment. The Project will be comprised of a 14,000 square foot aircraft hangar and 8,000 square feet of administrative offices. The offices will house all of the Company's administrative operations and will also include temporary living quarters consisting of two bedrooms, a kitchen, restrooms and a lounge, for pilots who are on 24-hour call. The Project will be a one-story metal building with a brick and stucco siding and metal roof constructed on a concrete slab. The Project will also include an aircraft ramp and vehicle parking area.

The property described in paragraphs (i) (the "Land") and (ii) (the "Improvements") of this Schedule I together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of Section 11.1 and 12.1 of the Lease, constitute the "Project" as referred to in both the Lease and the Indenture.



BALLARD AVIATION-EAGLE MEDICAL

BEGINNING AT A POINT 3298.45 FEET WEST AND 1172.25 FEET NORTH OF THE S.E. CORNER OF THE SECTION 27, T27S, R1W OF THE 6TH PRINCIPAL MERIDIAN; THENCE BEARING $S88^{\circ}16'28''W$ A DISTANCE OF 256.00 FEET; THENCE BEARING $N46^{\circ}37'02''W$ A DISTANCE OF 56.58 FEET, THENCE BEARING $N1^{\circ}30'33''W$ A DISTANCE OF 180.10 FEET; THENCE BEARING $N59^{\circ}01'28''E$ A DISTANCE OF 44.80 FEET, THENCE THENCE BEARING $N88^{\circ}16'28''E$ A DISTANCE OF 257.00', THENCE BEARING $S1^{\circ}30'33''E$ A DISTANCE OF 242.00 FEET TO THE POINT OF BEGINNING. CONTAINING 70,483 SQUARE FEET MORE OR LESS.

SCHEDULE II

BALLARD AVIATION, INC.
GROUND RENT SCHEDULE

"Ground Rent" shall be computed as set forth below.

Ground Rent during the Basic Term

Flat rate of 18¢ per square foot per annum at 70,483 square feet escalating five percent (5%) every five (5) years for an initial period of twenty-five (25) years as follows:

<u>Years</u>	<u>Annual</u>	<u>Monthly</u>
Until 11/30/2003	\$12,687.00	\$1,057.25
12/01/03 to 11/30/08	13,321.32	1,110.11
12/01/08 to 11/30/13	13,987.44	1,165.62
12/01/13 to 11/30/18	14,686.68	1,223.89
12/01/18 to 11/30/23	15,421.08	1,285.09

Ground Rent during the Additional Term

Flat rate continues to escalate at a rate of five percent (5%) every five (5) years as follows:

<u>Years</u>	<u>Annual</u>	<u>Monthly</u>
12/01/23 to 11/30/28	\$16,192.08	\$1,349.34
12/01/28 to 11/30/33	17,001.72	1,416.81
12/01/33 to 11/30/38	17,851.80	1,487.65

July 29, 2009

Wichita Airport Authority
of the City of Wichita, Kansas
2173 Air Cargo Road
Wichita, Kansas 67209
Attention: Deputy Airport Clerk

RE: Notice and Consent to Potential Change of Control Transaction

Ladies and Gentlemen:

We are writing to inform you of the proposed sale of substantially all of the assets of Ballard Aviation, Inc. ("Ballard") to EagleMed LLC, a subsidiary limited liability company of Ballard ("EagleMed"), followed by the acquisition of all of the membership interests of EagleMed by Air Medical Group Holdings, Inc. ("AMGH"). Ballard is the lessee of property located at 6601 West Pueblo Road, in Wichita, Kansas 67277. Ballard is seeking your consent to the assignment and assumption of that certain Lease (the "Lease"), dated December 15, 1998, as amended, between Ballard and Wichita Airport Authority of the City of Wichita, Kansas ("Landlord") in connection with the transfer of Ballard's assets and the subsequent transfer of membership interests in EagleMed. AMGH, the purchaser of the membership interests of EagleMed, is one of the largest air medical providers in the world, operating over 100 air-medical bases across 18 states with approximately 2,000 employees.

Under the terms of the Lease, Ballard is required to obtain Landlord's consent to any assignment or other transfer of the Lease by Ballard. Although there will be a change in ownership of Ballard's assets upon sale to EagleMed and purchase of the membership interests of EagleMed by AMGH, operations on the leased premises will continue without interruption. In addition, Jim and Iva Ballard, the owners and operators of Ballard, will continue their affiliation with EagleMed following the transaction.

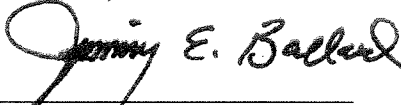
Ballard respectfully requests that Landlord consent to this assignment of the Lease, as described above. By signing and dating this letter in the space below, this letter will serve as written notice to Landlord of the transaction described in the first paragraph of this letter and Landlord's consent to the assignment of the Lease effected by the previously described transactions. Ballard acknowledges and agrees that nothing contained in this letter will be construed to modify, waive, or affect any of the other provisions, covenants, or conditions contained in the Lease, or any other rights or remedies of Landlord under the Lease, or otherwise increase Landlord's obligations or liabilities, or EagleMed's rights, under the Lease; *provided*, that this letter shall constitute a waiver of Landlord's right to terminate the Lease as a result of the assignment of the Lease by virtue of the change of control discussed herein, so long as such change in control is effected within 90 days of the date of this letter.

Wichita Airport Authority of the City of Wichita, Kansas
July 29, 2009
Page 2

Please sign, date, and return this letter to Ballard via fax to (316) 613-4853 and return the original in the enclosed envelope. Please feel free to contact Jimmy or Iva Ballard at (316) 613-4855 if you have any questions regarding this letter or the transaction described in this letter, or Ethan Domke, Ballard's legal counsel, at (316) 267-0331 (ext. 206).

Best regards,

Ballard Aviation, Inc.

By: 
Jimmy E. Ballard, President

ACKNOWLEDGEMENT AND AGREEMENT

By signing below, Wichita Airport Authority of the City of Wichita, Kansas consents to the assignment of that certain Lease, dated December 15, 1998, as amended, between Ballard Aviation, Inc. and Wichita Airport Authority of the City of Wichita, Kansas, by virtue of the change in control discussed herein.

WICHITA AIRPORT AUTHORITY OF THE CITY OF WICHITA, KANSAS

By: _____
Name: _____
Its: _____
Date: _____

WAA
COPY

AMENDMENT NO. 1

By and Between

THE WICHITA AIRPORT AUTHORITY
Wichita, Kansas

And

BALLARD AVIATION, INC.

For

Use of Land - 6601 Pueblo Road

THIS AMENDMENT NO. 1, made and entered into this JUN 19 2001, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, ("Landlord"), and BALLARD AVIATION, INC. ("Tenant").

WITNESSETH:

WHEREAS, the Landlord and Tenant have entered into a bond lease agreement dated December 15, 1998, for the purpose of constructing a facility to serve as a limited fixed-base operator, and such purposes are further limited to the provision of public air charter services (including air ambulance services); and

WHEREAS, the Tenant is now desirous of amending the bond lease agreement for the purpose of expanding the services which may be provided by Tenant.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1. ARTICLE VIII, Section 8.1, Use of Project, shall be amended to read as follows:

Subject to the provisions of this Lease, Tenant shall have the right to use the Project for aviation and aviation related purposes common to the operation of a limited fixed-base operator, and such purposes are further limited to the provision of public air charter services (including air ambulance services) and maintenance of helicopter equipment owned and operated by the City of Wichita Police Department, to the extent allowed by law, including the Constitution of the State and the Act, subject to the provisions of the Lease. Tenant shall comply with all statutes, laws, resolutions, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways as to the manner of use or the condition of the Project or of adjoining public ways. Tenant shall comply with the mandatory requirements, rules and regulations of all insurers under the

RECEIVED

AUG - 1 2001

W.A.A.

policies required to be carried under the provisions of the Lease. Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of Tenant to comply with the provisions of this Article.

2. Other Terms. All the terms and conditions of the bond lease agreement, except as modified herein, shall remain the same and be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT NO. 1 the day and year first above written.

ATTEST:



THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS
By Direction of the City Council

By

Pat Burnett
Pat Burnett, City Clerk

By

Chris Chereches
Chris Chereches, City Manager
"LANDLORD"

ATTEST:

BALLARD AVIATION, INC.

By

Krista [Signature]

Title

Acct Payable

By

James E. Ballard

Title

President

"TENANT"

APPROVED AS TO FORM:

Craig E. Edmunds
Director of Law

Date:

7/25/01

AMENDMENT NO. 2

By and Between

THE WICHITA AIRPORT AUTHORITY
Wichita, Kansas

And

BALLARD AVIATION, INC.

For

Use of Land – 6601 Pueblo Road

THIS AMENDMENT NO. 2, made and entered into this AUG 21 2001, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, ("Landlord"), and BALLARD AVIATION, INC. ("Tenant").

WITNESSETH:

WHEREAS, the Landlord and Tenant have heretofore entered into a bond lease agreement dated December 15, 1998, for the purpose of constructing a facility to serve as a limited fixed-base operator, and such purposes are further limited to the provision of public air charter services (including air ambulance services); and

WHEREAS the bond lease agreement was amended on June 19, 2001 to allow the Tenant to provide maintenance of helicopter equipment owned and operated by the City of Wichita Police Department; and

WHEREAS, the Tenant is now desirous of amending the bond lease agreement for the purpose of expanding the services which may be provided by Tenant.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1. ARTICLE VIII, Section 8.1, Use of Project, shall be amended to read as follows:

Subject to the provisions of this Lease, Tenant shall have the right to use the Project for aviation and aviation-related purposes common to the operation of a limited fixed-base operator, and such purposes are further limited to the provision of public air charter services (including air ambulance services); maintenance of helicopter equipment owned and operated by the City of Wichita Police Department, and office and hangar space associated with the operation of the City of Wichita Police Department helicopter program, to the extent allowed by law, including the Constitution of the State and the Act, subject to the provisions of the

Lease. Tenant shall comply with all statutes, laws, resolutions, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways as to the manner of use or the condition of the Project or of adjoining public ways. Tenant shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of the Lease. Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of Tenant to comply with the provisions of this Article.

2. Other Terms. All the terms and conditions of the bond lease agreement and Amendment No. 1, except as modified herein, shall remain the same and be in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT NO. 2 the day and year first above written.

ATTEST:



THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS
By Direction of the City Council

By

Pat Burnett, City Clerk

By

Chris Cherches, City Manager
"LANDLORD"

ATTEST:

BALLARD AVIATION, INC.

By

Title

By

Title

President

"TENANT"

APPROVED AS TO FORM:

Director of Law

Date:

8/22/01

**City of Wichita
City Council Meeting
August 18, 2009**

TO: Wichita Airport Authority

SUBJECT: Hangar 16 Remodel for Customs
Change Order No. 1
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: On February 10, 2009 the Wichita Airport Authority approved a contract with Walz, Harman & Huffman Construction Co., Inc. for the reconstruction of office space for U. S. Customs and Border Protection.

Analysis: Change Order No. 1 has been prepared to modify the contracted work to accommodate several tenant changes, addition of a garbage disposal for the agricultural quarantine inspection laboratory, signage and pavement marking plus structural and drainage repair due to hidden conditions.

Financial Considerations: The change order amount of \$21,550 is an addition to the contract amount of \$534,900 representing an increase of four percent. This change order increases the contract time by fourteen days. The cost of this change order is included in the current budget of \$1,200,000

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through infrastructure improvements to allow tenant development.

Legal Considerations: The change order has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the change order and authorize the necessary signatures.

Attachments: Change Order No. 1.

AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address):

Hangar 16 Remodel
for U.S. Customs and Border Protection
Wichita, Kansas
Project 458385

CHANGE ORDER NUMBER: 001**DATE:** July 22, 2009OWNER: ☐ARCHITECT: ☐CONTRACTOR: ☐FIELD: ☐OTHER: ☐**TO CONTRACTOR (Name and address):**

Walz Harman Huffman
Construction, Inc.
5615 E. Huffman Drive
Kechi, KS 67067-9054

ARCHITECT'S PROJECT NUMBER: 1049.020**CONTRACT DATE:** February 10, 2009**CONTRACT FOR:** Remodel**THE CONTRACT IS CHANGED AS FOLLOWS:***(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

Item 1:	Demolish existing door and frame and infill with masonry to match existing	\$ 463.00
Item 2:	Delete Knox box	(270.00)
Item 3:	Add cold water and drainage line to fume hood	374.00
Item 4:	Remove and replace 4-foot-wide section of concrete on the east side, including ½-inch fiber strip	905.00
Item 5:	Change exterior equipment pads for CU-1, CU-2, CU-3, and DCU-1 from poured-in-place concrete to prefabricated plastic pads	(105.00)
Item 6:	Delete stainless-steel wall shelf at the transaction window	(125.00)
Item 7:	Repair column and wall per scope of work from Restoration and Waterproofing dated April 14, 2009, adding 2 weeks to the schedule	7,269.00
Item 8:	Recaulk one control joint at the west brick veneer	115.00
Item 9:	Apply masonry sealer at the west brick veneer	621.00
Item 10:	Replace fascia at front canopies with metal panels, and provide metal panels for soffit	2,348.00
Item 11:	Add one garbage disposal to lab sink	6,383.00
Item 12:	Add new storm drainage inlet at the east side of the building	3,791.55
Item 13:	Delete Statutory Signs 1 through 9	(678.70)
Item 14:	Change pavement painting marking per e-mail dated June 26, 2009	460.00

The original Contract Sum was	\$	534,900.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	534,900.00
The Contract Sum will be increased by this Change Order in the amount of	\$	21,550.85
The new Contract Sum including this Change Order will be	\$	556,450.85

The Contract Time will be increased by fourteen (14) days.

The date of Substantial Completion as of the date of this Change Order therefore is July 03, 2009

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Gossen Livingston Associates, Inc.

ARCHITECT (Firm name)

420 S. Emporia, Wichita, KS 67202

ADDRESS



BY (Signature)

Rick Holbrook, AIA, CSI

(Typed name)

July 22, 2009

DATE

Walz Harman Huffman Construction, Inc.

CONTRACTOR (Firm name)

5615 E. Huffman Drive, Keokuk, KS 67067

ADDRESS



BY (Signature)

Gregory L. Harman, President

(Typed name)

July 24, 2009

DATE

Wichita Airport Authority

OWNER (Firm name)

2173 Air Cargo Road, Wichita, KS 67209

ADDRESS



BY (Signature)

(Typed name)

DATE

Approved as to form
Mary E. Rebeault



WALZ
HARMAN
HUFFMAN CONSTRUCTION INC.

CP
Cost Proposal
1

HOME OFFICE:
5615 E. Huffman Dr.
Kechi, Ks. 67067-9054
Phone: 316 744-2081
Fax: 316 744-0554
whhconst@whhconst.com

TO: Gossen Livingston Achitecture -- Erin Kiser
FAX #: **DATE/TIME:** 3/9/09
FROM: Greg Harman/Eric Nilges
PGS INCLUDING THIS ONE: 1 (one)

Project: Mid-Continent Hanger 16 **WHH #:** 09-029

PRICING/COST
SPECIFICATION
TIME/SCHEDULE
OTHER(specify)

X

Spec./Ref: Proposal Request #1

Plan/Pages:

Description:	ADD	DEDUCT
--------------	-----	--------

1) To demo existing door & frame and infill
with masonry to match existing.

Demolition (WHH)	\$45.00	
------------------	---------	--

Sub-Contractors, Inc.	\$358.00	
-----------------------	----------	--

PROJECT MANAGER:

Greg Harman
Eric Nilges

JOBSITE OFFICE:

To Follow

JOB SUPERINTENDENT:

Terry Forbes
Cell: 316 648-6368

ST	\$403.00
OH & P (15%)	\$60.00
TOTAL	\$463.00

APPROVALS:

Owner/Arch.	Date
Contractor	Date

NON APPROVAL/Other/Explan.(spcfy)

Thanks, Please call with questions.

ITEM # 1



WALZ
HARMAN
HUFFMAN CONSTRUCTION INC.

CP

Cost Proposal
5

HOME OFFICE:
 5615 E. Huffman Dr.
 Kechi, Ks. 67067-9054
 Phone: 316 744-2081
 Fax: 316 744-0554
whhconst@whhconst.com

TO: Gossen Livingston Achitecture -- Erin Kiser
FAX #: _____ **DATE/TIME:** 4/1/09
FROM: Greg Harman/Eric Nilges
PGS INCLUDING THIS ONE: 1 (one)

Project: Mid-Continent Hanger 16 **WHH #:** 09-029

PRICING/COST
SPECIFICATION
TIME/SCHEDULE
OTHER(specify)

X

Spec./Ref:

Plan/Pages:

Description:	ADD	DEDUCT
1) Delete knox box		
Knox Box		(\$215.00)
Install		(\$55.00)

PROJECT MANAGER:
 Greg Harman
 Eric Nilges

JOBSITE OFFICE:
 To Follow

JOB SUPERINTENDENT:
 Terry Forbes
 Cell: 316 648-6368

ST (\$270.00)
OH & P (15%)
TOTAL (\$270.00)

APPROVALS:

Owner/Arch. _____ Date _____
 Contractor _____ Date _____

NON APPROVAL/Other/Explan.(spcfy)

Thanks, Please call with questions.

ITEM # 2



WALZ
HARMAN
HUFFMAN CONSTRUCTION INC.

CP

Cost Proposal
2a

HOME OFFICE:

5615 E. Huffman Dr.

Kechi, Ks. 67067-9054

Phone: 316 744-2081

Fax: 316 744-0554

whhconst@whhconst.com

TO: Gossen Livingston Achitecture -- Erin Kiser

FAX #: DATE/TIME: 3/25/09

FROM: Greg Harman/Eric Nilges

PGS INCLUDING THIS ONE: 2 (two)

Project: Mid-Continent Hanger 16

WHH #: 09-029

PRICING/COST
SPECIFICATION
TIME/SCHEDULE
OTHER(specify)

X

Spec./Ref:

Plan/Pages:

Description:

ADD

DEDUCT

1) Add cold water and drainage line to fume hood.

Hanna Heating & Air

\$325.00

PROJECT MANAGER:

Greg Harman

Eric Nilges

JOB SITE OFFICE:

To Follow

Note: There is no extention of time required for this work

JOB SUPERINTENDENT:

Terry Forbes

Cell: 316 648-6368

ST \$325.00

OH & P (15%) \$49.00

TOTAL \$374.00

APPROVALS:

Owner/Arch. _____ Date _____

Contractor _____ Date _____

NON APPROVAL/Other/Explan.(spcfy) _____

Thanks, Please call with questions.



WALZ
HARMAN
HUFFMAN CONSTRUCTION INC.

CP

Cost Proposal
3a

HOME OFFICE:
5615 E. Huffman Dr.
Kechi, Ks. 67067-9054
Phone: 316 744-2081
Fax: 316 744-0554
whhconst@whhconst.com

TO: Gossen Livingston Achitecture -- Erin Kiser
FAX #: DATE/TIME: 3/25/09
FROM: Greg Harman/Eric Nilges
PGS INCLUDING THIS ONE: 1 (one)

Project: Mid-Continent Hanger 16

WHH #: 09-029

PRICING/COST
SPECIFICATION
TIME/SCHEDULE
OTHER(specify)

X

PROJECT MANAGER:

Greg Harman
Eric Nilges

JOBSITE OFFICE:

To Follow

JOB SUPERINTENDENT:

Terry Forbes
Cell: 316 648-6368

Spec./Ref: Proposal Request #2

Plan/Pages:

Description:	ADD	DEDUCT
--------------	-----	--------

1) To remove & replace 4' wide section of concrete on east side per option 1 of proposal request #2. Including 1/2" fiber strip.

Saw Cut Concrete	N/A	
Remove Concrete	\$239.00	
Replace 8" Concrete	\$468.00	
Wire Mesh	\$50.00	
Caulking	\$30.00	

Note: There is no extention of time required for this work

ST	\$787.00
OH & P (15%)	\$118.00
TOTAL	\$905.00

APPROVALS:

Owner/Arch.	Date
Contractor	Date

NON APPROVAL/Other/Explan.(spcfy)

Thanks, Please call with questions.

ITEM #34



CP
Cost Proposal
7

HOME OFFICE:
5615 E. Huffman Dr.
Kechi, Ks. 67067-9054
Phone: 316 744-2081
Fax: 316 744-0554
whhconst@whhconst.com

TO: Gossen Livingston Achitecture -- Erin Kiser
FAX #: DATE/TIME: 4/2/09
FROM: Greg Harman/Eric Nilges
PGS INCLUDING THIS ONE: 4 (four)

Project: Mid-Continent Hanger 16

WHH #: 09-029

PRICING/COST
SPECIFICATION
TIME/SCHEDULE
OTHER(specify)

X

Spec./Ref:

Plan/Pages:

Description:

ADD

DEDUCT

1) To change exterior equipment pads for
CU-1, CU-2, CU-3 and DCU-1 from
poured in place concrete to prefabricated
plastic pads(see attachment).

Concrete Pads

(\$306.00)

Prefab. Plastic Pads

\$201.00

PROJECT MANAGER:

Greg Harman
Eric Nilges

JOB SITE OFFICE:

To Follow

Note: There is no extention of time required for
this work

JOB SUPERINTENDENT:

Terry Forbes
Cell: 316 648-6368

ST

(\$105.00)

OH & P (15%)

TOTAL

(\$105.00)

APPROVALS:

Owner/Arch.

Date

Contractor

Date

NON APPROVAL/Other/Explan.(spcfy)

Thanks, Please call with questions.

ITEM #5



CP
Cost Proposal
8

HOME OFFICE:

5615 E. Huffman Dr.
Kechi, Ks. 67067-9054
Phone: 316 744-2081
Fax: 316 744-0554

whhconst@whhconst.com

TO: Gossen Livingston Achitecture -- Erin Kiser

FAX #: **DATE/TIME:** 4/9/09

FROM: Greg Harman/Eric Nilges

PGS INCLUDING THIS ONE: 1 (one)

Project: Mid-Continent Hanger 16

WHH #: 09-029

PRICING/COST
SPECIFICATION
TIME/SCHEDULE
OTHER(specify)

X

Spec./Ref:

Plan/Pages:

Description:

ADD

DEDUCT

1) Delete stainless steel wall shelf at the
transaction window

Wickham Glass

(\$125.00)

PROJECT MANAGER:

Greg Harman
Eric Nilges

JOBSITE OFFICE:

To Follow

**Note: There is no extention of time required for
this work**

JOB SUPERINTENDENT:

Terry Forbes
Cell: 316 648-6368

ST

(\$125.00)

OH & P (15%)

TOTAL

(\$125.00)

APPROVALS:

Owner/Arch.

Date

Contractor

Date

NON APPROVAL/Other/Explan.(spcfy)

Thanks, Please call with questions.

ITEM # 635



CP
Cost Proposal
9

HOME OFFICE:
5615 E. Huffman Dr.
Kechi, Ks. 67067-9054
Phone: 316 744-2081
Fax: 316 744-0554
whhconst@whhconst.com

TO: Gossen Livingston Achitecture -- Erin Kiser
FAX #: **DATE/TIME:** 4/14/09
FROM: Greg Harman/Eric Nilges
PGS INCLUDING THIS ONE: 1 (one)

Project: Mid-Continent Hanger 16 **WHH #:** 09-029

PRICING/COST
SPECIFICATION
TIME/SCHEDULE
OTHER(specify)

X
X

Spec./Ref:

Plan/Pages:

Description:

ADD

DEDUCT

1) To repair column and wall per scope of work
from Restoration & Waterproofing dated
April 14, 2009

PROJECT MANAGER:

Greg Harman
Eric Nilges

Restoration & Waterproofing

\$6,171.00

Remove/Replace Framing

\$150.00

JOB SITE OFFICE:

To Follow

Note: This will add 2 week to the schedule.

JOB SUPERINTENDENT:

Terry Forbes
Cell: 316 648-6368

ST

\$6,321.00

OH & P (15%)

\$948.00

TOTAL

\$7,269.00

APPROVALS:

Owner/Arch.

Date

Contractor

Date

NON APPROVAL/Other/Explan.(spcfy)

Thanks, Please call with questions.



**WALZ
HARMAN
HUFFMAN CONSTRUCTION INC.**

CP

**Cost Proposal
10**

HOME OFFICE:

5615 E. Huffman Dr.

Kechi, Ks. 67067-9054

Phone: 316 744-2081

Fax: 316 744-0554

whhconst@whhconst.com

TO: Gossen Livingston Achitecture -- Erin Kiser

FAX #: **DATE/TIME:** 4/14/09

FROM: Greg Harman/Eric Nilges

PGS INCLUDING THIS ONE: 1 (one)

Project: Mid-Continent Hanger 16

WHH #: 09-029

**PRICING/COST
SPECIFICATION
TIME/SCHEDULE
OTHER(specify)**

X

Spec./Ref:

Plan/Pages:

Description:

ADD

DEDUCT

1) To recaulk one control joint at the
west brick veneer.

Restoration & Waterproofing

\$100.00

PROJECT MANAGER:

Greg Harman

Eric Nilges

JOBSITE OFFICE:

To Follow

**Note: This will not add time to the
construction schedule.**

JOB SUPERINTENDENT:

Terry Forbes

Cell: 316 648-6368

ST

\$100.00

OH & P (15%)

\$15.00

TOTAL

\$115.00

APPROVALS:

Owner/Arch.

Date

Contractor

Date

NON APPROVAL/Other/Explan.(spcfy)

Thanks, Please call with questions.

ITEM # 8



**WALZ
HARMAN
HUFFMAN CONSTRUCTION INC.**

CP

**Cost Proposal
11**

HOME OFFICE:

5615 E. Huffman Dr.

Kechi, Ks. 67067-9054

Phone: 316 744-2081

Fax: 316 744-0554

whhconst@whhconst.com

TO: Gossen Livingston Achitecture -- Erin Kiser

FAX #: **DATE/TIME:** 4/14/09

FROM: Greg Harman/Eric Nilges

PGS INCLUDING THIS ONE: 1 (one)

Project: Mid-Continent Hanger 16

WHH #: 09-029

**PRICING/COST
SPECIFICATION
TIME/SCHEDULE
OTHER(specify)**

X

Spec./Ref:

Plan/Pages:

Description:

ADD

DEDUCT

1) To apply masonry sealer at the
west brick veneer.

Restoration & Waterproofing

\$540.00

PROJECT MANAGER:

Greg Harman

Eric Nilges

JOB SITE OFFICE:

To Follow

**Note: This will not add time to the
construction schedule.**

JOB SUPERINTENDENT:

Terry Forbes

Cell: 316 648-6368

ST

\$540.00

OH & P (15%)

\$81.00

TOTAL

\$621.00

APPROVALS:

Owner/Arch.

Date

Contractor

Date

NON APPROVAL/Other/Explan.(spcfy)

Thanks, Please call with questions.



**WALZ
HARMAN
HUFFMAN CONSTRUCTION INC.**

CP

**Cost Proposal
12**

HOME OFFICE:
5615 E. Huffman Dr.
Kechi, Ks. 67067-9054
Phone: 316 744-2081
Fax: 316 744-0554
whhconst@whhconst.com

TO: Gossen Livingston Achitecture -- Erin Kiser
FAX #: **DATE/TIME:** 4/17/09
FROM: Greg Harman/Eric Nilges
PGS INCLUDING THIS ONE: 5 (five)

Project: Mid-Continent Hanger 16

WHH #: 09-029

PRICING/COST
SPECIFICATION
TIME/SCHEDULE
OTHER(specify)

X

Spec./Ref:

Plan/Pages:

Description:

ADD

DEDUCT

1) To replace fascia at front canopies with
metal panels and provide metal panels for
soffit.

PROJECT MANAGER:

Greg Harman
Eric Nilges

JOBSITE OFFICE:

To Follow

Delete 3/8" Plywood Soffit	(\$165.00)
Demo Fascia Metal	\$50.00
Painting	No Change
Midwest Drywall	\$407.00
Huchthinson Metal Products	\$1,750.00

**Note: No additional time is need for this proposal
if it is accepted by Friday 4/24/09.**

JOB SUPERINTENDENT:

Terry Forbes
Cell: 316 648-6368

ST	\$2,042.00
OH & P (15%)	\$306.00
TOTAL	\$2,348.00

APPROVALS:

Owner/Arch. _____ Date _____
Contractor _____ Date _____

NON APPROVAL/Other/Explan.(spcfy) _____

Thanks, Please call with questions.



WALZ
HARMAN
HUFFMAN CONSTRUCTION INC.

CP

Cost Proposal
13

HOME OFFICE:
 5615 E. Huffman Dr.
 Kechi, Ks. 67067-9054
 Phone: 316 744-2081
 Fax: 316 744-0554
 whhconst@whhconst.com

TO: Gossen Livingston Achitecture -- Erin Kiser
FAX #: _____ **DATE/TIME:** 4/22/09
FROM: Greg Harman/Eric Nilges
PGS INCLUDING THIS ONE: 3 (three)

Project: Mid-Continent Hanger 16 **WHH #:** 09-029

PRICING/COST
SPECIFICATION
TIME/SCHEDULE
OTHER(specify)

X

Spec./Ref: _____

Plan/Pages: _____

Description: _____

ADD

DEDUCT

1) To add one garbage disposal to lab sink.

Hanna Heating & Air

\$4,975.00

Atlas Electric

\$575.00

PROJECT MANAGER:

Greg Harman
 Eric Nilges

JOBSITE OFFICE:

To Follow

Note: No additional time is need for this proposal

JOB SUPERINTENDENT:

Terry Forbes
 Cell: 316 648-6368

ST

\$5,550.00

OH & P (15%)

\$833.00

TOTAL

\$6,383.00

APPROVALS:

Owner/Arch. _____

Date _____

Contractor _____

Date _____

NON APPROVAL/Other/Explan.(spcfy) _____

Thanks, Please call with questions.

ITEM # 11¹⁴⁰



WALZ
HARMAN
HUFFMAN CONSTRUCTION INC.

CP

Cost Proposal
14

HOME OFFICE:
5615 E. Huffman Dr.
Kechi, Ks. 67067-9054
Phone: 316 744-2081
Fax: 316 744-0554
whhconst@whhconst.com

TO: Gossen Livingston Achitecture -- Erin Kiser
FAX #: **DATE/TIME:** 5/15/09
FROM: Greg Harman/Eric Nilges
PGS INCLUDING THIS ONE: 4 (four)

Project: Mid-Continent Hanger 16

WHH #: 09-029

PRICING/COST
SPECIFICATION
TIME/SCHEDULE
OTHER(specify)

X

Spec./Ref:

Plan/Pages:

Description:

ADD

DEDUCT

1) To add new storm drainage inlet at the
east side of the building per PR #5.

Cut Concrete/Asphalt Paving	\$192.00
Remove Conc./Asphalt Paving	\$550.00
Haul Conc./Asphalt	\$150.00
Concrete Replacement	\$800.00
Mesh/Dowels	\$100.00
Hanna Heating & Air	\$1,505.00

PROJECT MANAGER:

Greg Harman
Eric Nilges

JOBSITE OFFICE:

To Follow

Note: No additional time is need for this proposal

JOB SUPERINTENDENT:

Terry Forbes
Cell: 316 648-6368

ST	\$3,297.00
OH & P (15%)	\$494.55
TOTAL	\$3,791.55

APPROVALS:

Owner/Arch. _____ Date _____
Contractor _____ Date _____

NON APPROVAL/Other/Explan.(spcfy) _____

Thanks, Please call with questions.

ITEM#12



WALZ
HARMAN
HUFFMAN CONSTRUCTION INC.

CP
Cost Proposal
15

HOME OFFICE:
5615 E. Huffman Dr.
Kechi, Ks. 67067-9054
Phone: 316 744-2081
Fax: 316 744-0554
whhconst@whhconst.com

TO: Gossen Livingston Achitecture -- Erin Kiser
FAX #: DATE/TIME: 5/29/09
FROM: Greg Harman/Eric Nilges
PGS INCLUDING THIS ONE: 1 (one)

Project: Mid-Continent Hanger 16

WHH #: 09-029

PRICING/COST
SPECIFICATION
TIME/SCHEDULE
OTHER(specify)

X

Spec./Ref:

Plan/Pages:

Description:

ADD

DEDUCT

1) Delete signs 1-9 per PR #10.

Intermarc

(\$678.70)

PROJECT MANAGER:

Greg Harman
Eric Nilges

JOBSITE OFFICE:

To Follow

Note: No additional time is need for this proposal

JOB SUPERINTENDENT:

Terry Forbes
Cell: 316 648-6368

ST

(\$678.70)

OH & P (15%)

TOTAL

(\$678.70)

APPROVALS:

Owner/Arch.

Date

Contractor

Date

NON APPROVAL/Other/Explan.(spcfy)

Thanks, Please call with questions.

ITEM # 132



**WALZ
HARMAN
HUFFMAN CONSTRUCTION INC.**

CP

**Cost Proposal
18**

HOME OFFICE:

5615 E. Huffman Dr.

Kechi, Ks. 67067-9054

Phone: 316 744-2081

Fax: 316 744-0554

whhconst@whhconst.com

TO: Gossen Livingston Achitecture -- Erin Kiser

FAX #: **DATE/TIME:** 6/30/09

FROM: Greg Harman/Eric Nilges

PGS INCLUDING THIS ONE: 2 (two)

Project: Mid-Continent Hanger 16

WHH #: 09-029

**PRICING/COST
SPECIFICATION
TIME/SCHEDULE
OTHER(specify)**

X

Spec./Ref:

Plan/Pages:

Description:

ADD

DEDUCT

1) To change pavement marking per email
dated 6/26/09.

Hillmann Painting

\$400.00

PROJECT MANAGER:

Greg Harman

Eric Nilges

JOBSITE OFFICE:

To Follow

Note:

This will not add time to the construction schedule.

JOB SUPERINTENDENT:

Terry Forbes

Cell: 316 648-6368

ST \$400.00

OH & P (15%) \$60.00

TOTAL \$460.00

APPROVALS:

Owner/Arch.

Date

Contractor

Date

NON APPROVAL/Other/Explan.(spcfy)

Thanks, Please call with questions.

ITEM # 14

City of Wichita
City Council Meeting
August 18, 2009

TO: Wichita Airport Authority

SUBJECT: North Air Cargo Building
Gossen Livingston Associates
Supplemental Agreement No. 2
Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: On December 13, 2005 the Wichita Airport Authority approved the capital project to design and construct a new air cargo facility with a budget of \$8,265,000. At the same time, an agreement with Gossen Livingston Associates was approved for \$335,611 for design and bid phase services. On February 28, 2008 the construction-related services agreement, Supplemental Agreement No. 1, was approved as a not-to-exceed amount of \$173,270.

Analysis: During construction several modifications were necessary to accommodate tenant requirements. Staff has prepared a supplemental agreement for additional design and construction related services to accommodate the requested changes. There were nine additional tasks that the Design Team was asked to do by the tenants on this “build-to-suit” project. There were more than 550 hours of additional design labor involved. The rates per hour are standard costs already agreed to in the original contract. This is an \$8 million project, with lots of complexity due to the multiple tenant occupancy. The additional fees are included in the overall budget, as we anticipated there would be numerous tenant demands and change orders; therefore no budget increase is required.

Financial Considerations: The cost of Supplemental Agreement No. 2 is a not-to-exceed amount of \$60,039. This project cost is covered within the current project budget.

Goal Impact: The Airport’s contribution to the economic vitality of Wichita is promoted through infrastructure improvements to allow tenant development.

Legal Considerations: The supplemental agreement has been approved by the Law Department as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 2 with Gossen Livingston Associates, and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE WICHITA AIRPORT AUTHORITY, "OWNER",

AND

GOSSSED LIVINGSTON ARCHITECTURE, "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated December 13, 2005 and Supplemental Agreement No. 1 dated February 26, 2008 between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to the North Cargo Building.

WHEREAS, ARTICLE IV, B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. SCOPE OF SERVICES

The description of the improvements that the OWNER intends to construct and thereafter called the "PROJECT" as stated within ARTICLE I of the referenced Contract is hereby amended to include the following:

1. Design of GSE facility for Gray Mechanical at east concourse
2. Design of apron pavement markings
3. Design of additional GSE pavement for FedEx
4. Design modifications to Suites 100 and 200 for United Airlines
5. Design modifications in Suite 600 for AFC
6. Design modifications in Suite 200 for Empire
7. Design modifications in Suite 700 for the USPS
8. Review of UPS space modifications
9. Construction observation for the FedEx GSE pavement

B. PAYMENT PROVISIONS

The fee in ARTICLE IV, A3, shall be amended to include the following:

Payment to the CONSULTANT for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of the fee specified herein; the total including reimbursable expenses shall not exceed \$60,039.00 with Items 1 through 8 a lump sum payment of \$48,039.00 and Item 9 a not to exceed basis of \$12,000.00. Refer to Exhibit A for a detailed fee schedule.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this _____ day of _____, 2009.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS


By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

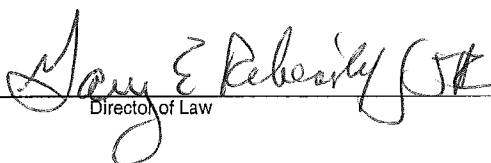
By: _____
Victor White, Director of Airports

ATTEST:

Gossen Livingston Associates, Inc.

By: 
Rick Holbrook, AIA, CSI
Title: Vice President

By: _____
Title: _____

APPROVED AS TO FORM:  Date: _____
Director of Law

CONSTRUCTION PHASE SERVICES (S.A. #2)										Fee Proposal Adjustment			Date:	7/28/2009
North Air Cargo Facility - Wichita Mid-Continent Airport														
GOSSEN LIVINGSTON ASSOCIATES, WITH PROFESSIONAL ENGINEERING CONSULTANTS and HNTB														
Task Description	Arch/PM	Arch	Arch/Drf	D	I	S	C	I	P	L	I	N	E	Subtotal per Task
1. Design of GSE Facility	64	81	0	0	0	0	0	0	0	0	0	0	0	\$14,970
2. West Ramp Striping Layout	3	0	14	99.75	0	0	0	0	0	0	0	0	0	\$11,154
3. FedEx Paving	4	0	0	0	0	0	167.5	0	0	0	0	0	0	\$11,453
4. Suite 100 Modular Office	17	0	15	0	0	0	0	0	0	0	0	8	0	\$3,714
5. Suite 600 Additional Toilet	0	0	8	0	0	0	0	0	0	0	6	6	0	\$1,496
6. Re-design Suite 200 - Empire	2	0	16	0	0	0	0	0	0	0	8	8	0	\$2,608
7. Suite 700 Layout- Evergreen	3	0	10	0	0	0	0	0	0	0	0	0	0	\$1,060
8. Review of UPS Documents	8	0	0	0	0	0	0	0	0	0	0	8	0	\$1,584
9. Site Observation FedEx Ramp										\$12,000			Subtotal for Tasks 1-8:	\$48,039
Total Hours Per Task	101	81	63	99.75	167.5	0	14	30						\$12,000
Average Hourly Rate	\$120.00	\$90.00	\$70.00	\$97.37	\$65.51		\$78.00	\$78.00						
Total Fee per Discipline	\$12,120	\$7,290	\$4,410	\$9,713	\$10,973	\$12,000	\$1,092	\$2,340						\$59,938
Expenses (Travel, Printing)	\$0	\$0	\$24	\$77	\$0	\$0	\$0	\$0					\$101	
TOTAL PROPOSED ADDITIONAL FEE FOR CONSTRUCTION PHASE SERVICES:														\$60,039

SUBCONTRACTING/JOINT VENTURE DATA SHEET

FORMAL Proposal #: FP500070 Proposal Name: North Cargo Building Construction

Prime Vendor Name: Gossen Livingston

Associates, Inc. Federal Tax ID #: 48-0793813

Prime Contract Amount: \$60,039

**THIS FORM MUST BE SUBMITTED TO THE FINANCE DEPARTMENT/PURCHASING DIVISION
WITH ALL CONTRACTS TO THE PURCHASING AGENT:**

Janice Briggs- Contract Compliance Officer, 12th Floor, City Hall, 455 N. Main, Wichita, KS 67202

Sub Federal Tax ID#	Subcontracting Firm's Name/Address/Phone No.	Sub Contract Amount	Type of Work	*City Status* (check as many as apply)	Ethnic Code
48-0699643	Professional Engineering Consultants, P.A. 303 S. Topeka, Wichita, KS 67202	\$27,000	Civil, Mechanical, Electrical Design	DBE EBE SBE MBE	A AA NA HI AKA PI WO
	(316) 262-2691			DBE EBE SBE MBE	A AA NA HI AKA PI WO
43-1623092	HNTB Corporation 343 E. Six Forks Rd., Ste. 200 Raleigh, NC 27609 (919) 546-8997	\$10,000	Airport Planning	DBE EBE SBE MBE	A AA NA HI AKA PI WO
				DBE EBE SBE MBE	A AA NA HI AKA PI WO
				DBE EBE SBE MBE	A AA NA HI AKA PI WO
				DBE EBE SBE MBE	A AA NA HI AKA PI WO

City Status: DBE (State-Certified Disadvantaged Business Enterprise), EBE (City-Listed Emerging Business Enterprise), SBE (Small Business Enterprise), (MBE/W/O) Minority/women-owned business is a business listed as such on the State's Uncertified Listing

Ethnic Code: A (Asian), AA (African American), NA (Native American), HI (Hispanic), AKA (Alaskan American), PI (Pacific Islander), WO (Women-owned)

I hereby certify that the above information is true and correct and that I will notify the Purchasing Agent, in writing, of any changes that occur prior to completion of the work.

Prime Contractor's Signature:  Date: July 29, 2009
Rick Holbrook, AIA, Vice President

Purchasing Agent's Signature: _____ Date: _____

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL AUGUST 18, 2009**

- a. Intrust Bank Arena Parking Lots B & D, Phase 1 (north of Kellogg, east of Broadway) (472-84808/707003/209468) Traffic to be maintained using flagpersons and barricades. (District I) - \$1,100,000.00
- b. Wichita from Murdock to 8th Street North to serve Munger's Original Town Addition (north of Central, west of Broadway) (472-84796/766238/766238) Traffic to be maintained using flagpersons and barricades. (District VI) - \$185,500.00
- c. Intrust Bank Arena Parking Lot C and Employees Parking (north of Kellogg, east of Emporia) (472084808a/707003/209468) Traffic to be maintained using flagpersons and barricades. (District I) - \$1,975,000.00
- d. 2009 Contract Maintenance Asphalt & Concrete Preparatory Work and Repair, Phase 1 (north of 71st Street South, east of 167th Street West) (472-84853/132722/) Traffic to be maintained using flagpersons and barricades. (District I,II,III,IV,V,VI) - \$200,000.00
- e. 2009 Contract Maintenance Asphalt & Concrete Preparatory Work and Repair, Phase 2 (north of 71st Street South, east of 167th Street West) (472-84854/132722/) Traffic to be maintained using flagpersons and barricades. (District I,II,III,IV,V,VI) - \$200,000.00
- f. Lateral 7, Main 14 Four Mile Creek Sewer to serve Reed Commercial Addition (east of 127th Street East, south of 21st Street North) (468-84583/744303/480992) Traffic to be maintained using flagpersons and barricades. (District I) - \$16,000.00
- g. Lateral 59 Cowskin Interceptor Sewer to serve Goddard School 2nd Addition (north of Kellogg, east of 167th Street West) (468-84566/744300/480989) Does not affect existing traffic. (District V) - \$172,350.00
- h. Lateral 532 Southwest Interceptor Sewer to serve BG's 1st Addition (south of MacArthur, west of Hoover) (468-84617/744306/480995) Does not affect existing traffic. (District IV) - \$34,000.00

City of Wichita
City Council Meeting
August 18, 2009

TO: Mayor and City Council

SUBJECT: Petitions for Street Paving, Drainage and Water System Improvements in Bellechase 2nd Addition (east of 127th Street East, north of Harry) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new petitions.

Background: On October 21, 2008, the City Council approved petitions for street paving, drainage and a water distribution system in Bellechase 2nd Addition. The developer has submitted new petitions to reduce the projects to smaller phases due to current market conditions. The signature on the petitions represents 100% of the improvement districts.

Analysis: The projects will provide paving, drainage and water system improvements for a new residential development located east of 127th Street East, north of Harry.

Financial Considerations: The existing petitions total \$756,000. The new petitions total \$781,000. The funding source is special assessments. The project budgets were not reduced because the developer's consultant engineer has increased the construction cost estimates.

Goal Impact: The projects address the Efficient Infrastructure goal by providing paving, drainage and water system improvements required for a new residential development.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new petitions, adopt the resolutions and authorize the necessary signatures.

Attachments: Map, CIP sheets, petitions and resolutions.

First Published in the Wichita Eagle on August 21, 2009

RESOLUTION NO. 09-272

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90406 (EAST OF 127TH ST. EAST, NORTH OF HARRY) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90406 (EAST OF 127TH ST. EAST, NORTH OF HARRY) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 08-489 adopted On October 21, 2008 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Water Distribution System Number 448-90406 (east of 127th St. East, north of Harry).

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be One Hundred Two Thousand Dollars (\$102,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost payable by the improvement district Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after March 1, 2009, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BELLECHASE SECOND ADDITION

Lots 1 through 27, Block 2

Lots 1 through 16, Block 3

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 27, Block 2, and Lots 1 through 16, Block 3, BELLECHASE SECOND ADDITION shall each pay 1/43 of the total cost of the improvement district.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18th day of August, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

First Published in the Wichita Eagle on August 21, 2009

RESOLUTION NO. 09-273

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 351 (EAST OF 127TH ST. EAST, NORTH OF HARRY) 468-84552 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 351 (EAST OF 127TH ST. EAST, NORTH OF HARRY) 468-84552 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 08-491 adopted on October 21, 2008 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve Storm Water Drain No. 351 (east of 127th St. East, north of Harry) 468-84552.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Three Hundred Thousand Dollars (\$300,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after March 1, 2009, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BELLECHASE SECOND ADDITION

Lots 1 through 27, Block 2

Lots 1 through 16, Block 3

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 27, Block 2, and Lots 1 through 16, Block 3, BELLECHASE SECOND ADDITION shall each pay 1/43 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18th day of August, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

RESOLUTION NO. 09-274

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON BELLECHASE FROM THE WEST LINE OF BELLECHASE SECOND ADDITION TO THE EAST LINE OF BELLECHASE SECOND ADDITION; SIERRA HILLS FROM THE SOUTH LINE OF BELLECHASE TO THE EAST LINE OF LOT 9, BLOCK 3, BELLECHASE SECOND ADDITION; ALDEN FROM THE EAST LINE OF LOT 9, BLOCK 3, BELLECHASE SECOND ADDITION TO THE SOUTH LINE OF BELLECHASE (EAST OF 127TH ST. EAST, NORTH OF HARRY) 472-84763 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON BELLECHASE FROM THE WEST LINE OF BELLECHASE SECOND ADDITION TO THE EAST LINE OF BELLECHASE SECOND ADDITION; SIERRA HILLS FROM THE SOUTH LINE OF BELLECHASE TO THE EAST LINE OF LOT 9, BLOCK 3, BELLECHASE SECOND ADDITION; ALDEN FROM THE EAST LINE OF LOT 9, BLOCK 3, BELLECHASE SECOND ADDITION TO THE SOUTH LINE OF BELLECHASE (EAST OF 127TH ST. EAST, NORTH OF HARRY) 472-84763 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 08-492 adopted on October 21, 2008 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on Bellechase from the west line of Bellechase Second Addition to the east line of Bellechase Second Addition; Sierra Hills from the south line of Bellechase to the east line of Lot 9, Block 3, Bellechase Second Addition; Alden from the east line of Lot 9, Block 3, Bellechase Second Addition to the south line of Bellechase (east of 127th St. East, north of Harry) 472-84763.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to Three Hundred Seventy-Nine Thousand Dollars (\$379,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after March 1, 2009 exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

BELLECHASE SECOND ADDITION

Lots 1 through 27, Block 2

Lots 1 through 16, Block 3

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 27, Block 2, and Lots 1 through 16, Block 3, BELLECHASE SECOND ADDITION shall each pay 1/43 of the total cost of the improvement district.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18th day of August, 2009.

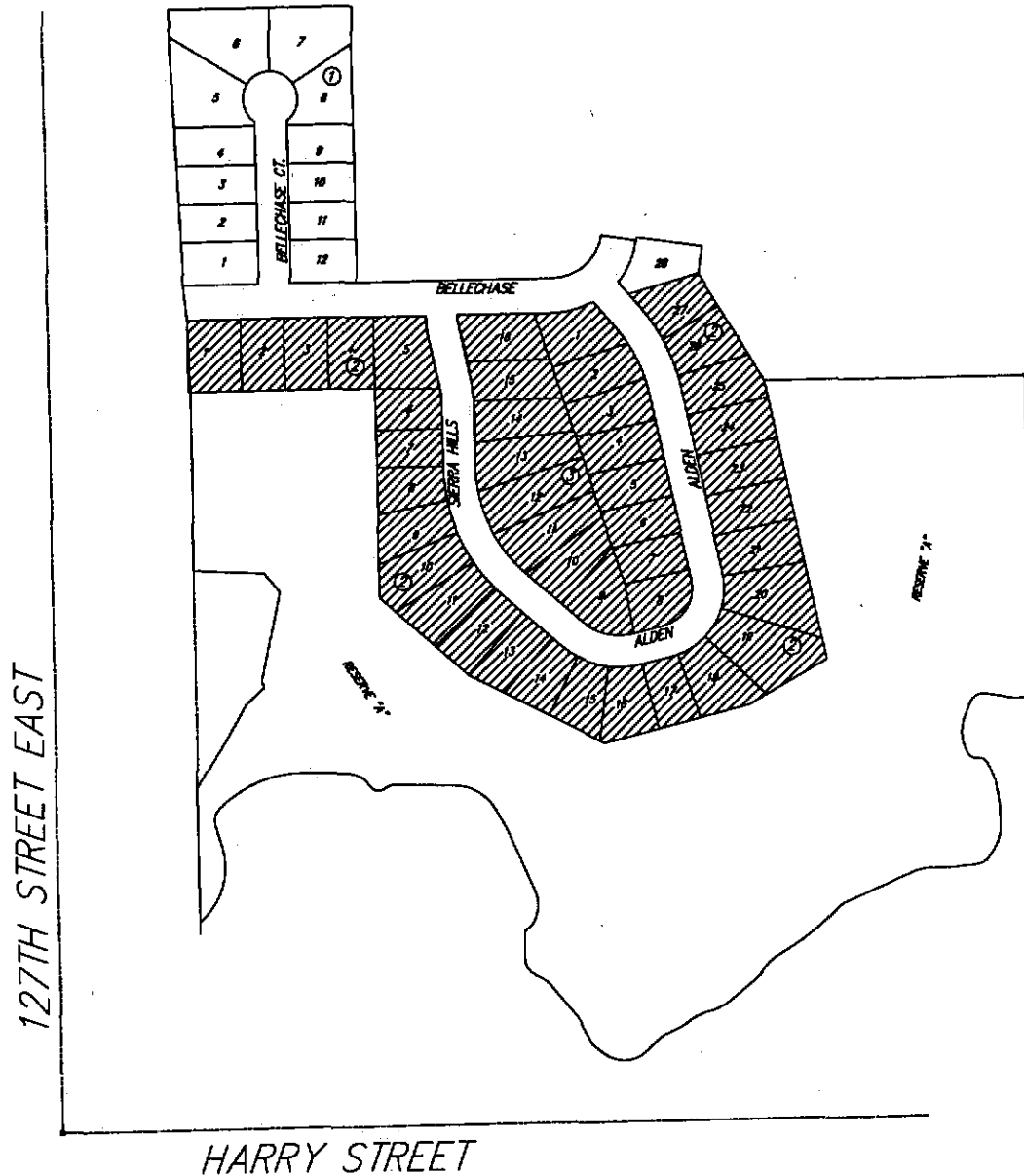
CARL BREWER, MAYOR

ATTEST:

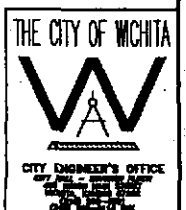
KAREN SUBLETT, CITY CLERK

(SEAL)

127TH STREET EAST



(ACTUAL ALIGNMENT TO BE
DETERMINED BY DESIGN ENGINEER)



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project

To Revise Project

	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works		2. Initiating Division Eng		3. Date 6/1/2009		4. Project Description & Location Bellevue, etc paving in Bellevue 2nd Addition	
5. CIP Project Number NI-200424		6. Accounting Number		7. CIP Project Date (Year) 2009		8. Approved by WCC Date	
9. Estimated Start Date		10. Estimated Completion Date		11. Project Revised			
As Required		As Required		12A.			
12. Project Cost Estimate		12. Project Cost Estimate					
ITEM	GO	SA	OTHER *	TOTAL	Yes	No	
Right of Way					X		
Paving		\$379,000		\$379,000			
Bridge & Culverts					X		
Drainage							
Sanitary Sewer							
Sidewalk							
Water							
Traffic Signals							
Totals		\$379,000		\$379,000			
Total CIP Amount Budgeted							472-84763
Total Prelim. Estimate							

Remarks:

100% Petition

13. Recommendation: Approve the Petition and Adopt the Resolution

Division Head <i>Jan Anderson</i>	Department Head <i>Chris M. C.</i>	Budget Officer <i>Cathleen Kelly</i>	City Manager
		Date 8/5/2009	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project	
To Revise Project	X

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 6/1/2009	4. Project Description & Location Storm Water Drain in Bellechase 2nd Addition
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required			
12. Project Cost Estimate			
ITEM	GO	SA	OTHER *
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage		\$300,000	
Sanitary Sewer			
Sidewalk			
Water			
Other			
Totals		\$300,000	\$300,000
Total CIP Amount Budgeted			
Total Prelim. Estimate			
13. Recommendation: Approve the petition and adopt the resolution			

Division Head

[Signature]

Department Head

[Signature]

Budget Officer

[Signature]

City Manager

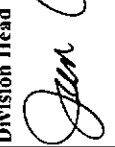
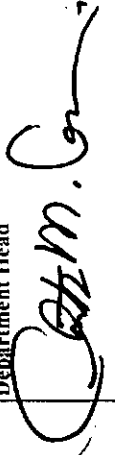
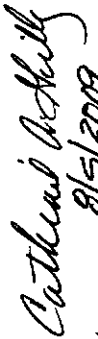
Date

8/5/2009

Date

Date

Date

CAPITAL IMPROVEMENT PROJECT AUTHORIZATION CITY OF WICHITA				
USE: To Initiate Project <table border="1" style="display: inline-table; width: 40px; height: 20px; text-align: center;"> </table> To Revise Project <table border="1" style="display: inline-table; width: 40px; height: 20px; text-align: center;">X</table>		1. Prepare in triplicate 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.		
1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 6/1/2009	4. Project Description & Location Water Distribution System in Bellechase 2nd Addition	
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date		11. Project Revised	
As Required				
12. Project Cost Estimate				
ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		\$102,000		\$102,000
Other				
Totals		\$102,000		\$102,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the Petition and adopt the Resolution				
Division Head 		Department Head 		Budget Officer 
				City Manager Date <u>8/5/2009</u>

Platting Required	Yes	No
Lot Split	X	
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

* Water Utility
448-90406

RECEIVED

APR 13 09

CITY CLERK OFFICE

PAVING PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

BELLECHASE SECOND ADDITION

472-84763

Lots 1 - 27, Block 2

Lots 1 - 16, Block 3

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed pavement on **BELLECHASE** from the west line of Bellechase Second Addition to the east line of Bellechase Second Addition; **SIERRA HILLS** from the south line of Bellechase to the east line of Lot 9, Block 3, Bellechase Second Addition; **ALDEN** from the east line of Lot 9, Block 3, Bellechase Second Addition to the south line of Bellechase.

That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage is to be installed where necessary, and sidewalks to be constructed on one side of all through, non cul-de-sac streets.

- (b) That the estimated and probable cost of the foregoing improvement being Three Hundred Seventy Nine Thousand Dollars (\$379,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said cost as above setforth is hereby increased at a pro rata of 1 percent per month from and after March 1st 2009.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or

construction because the design or construction does not meet the requirements of the City; then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

That the following lots and tracts in Bellechase Second Addition, an Addition to Wichita, Sedgwick County, Kansas shall each pay 1/43 of the total cost of the improvement district:

BELLECHASE SECOND ADDITION

Lots 1 - 27, Block 2

Lots 1 - 16, Block 3

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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BELLECHASE SECOND ADDITION

Lots 1 - 27, Block 2
Lots 1 - 16, Block 3

A handwritten signature in black ink, appearing to be 'J. M. L.' or similar, written in a cursive style.

4-8-09

AFFIDAVIT

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Will CLEVENGER

Name

924 N. MAIN WICHITA, KS 67203

Address

(316) 264-8008

Telephone number

Sworn to and subscribed before me this 13th day of April, 2009.



Sharon A. Adcock
Deputy City Clerk

RECEIVED

APR 13 '09

CITY CLERK OFFICE

STORM WATER DRAIN PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

BELLECHASE SECOND ADDITION

Lots 1 - 27, Block 2

Lots 1 - 16, Block 3

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- SWD# 351
- 468-84558
- (a) That there be constructed a storm water sewer system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
 - (b) That the estimated and probable cost of the foregoing improvements being Three Hundred Thousand Dollars (\$300,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after March 1, 2009.
 - (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which

the improvement district shall be liable shall be on a fractional basis: That the following described lots and tracts situated in Bellechase Second Addition, an Addition to Wichita, Sedgwick County, Kansas shall each pay 1/43 of the total cost payable by the improvement district:

BELLECHASE SECOND ADDITION

Lots 1 - 27, Block 2

Lots 1 - 16, Block 3


Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 12-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>BELLECHASE SECOND ADDITION</u>		4-8-09

Lots 1 - 27, Block 2

Lots 1 - 16, Block 3

AFFIDAVIT

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

WILL CLEVELANDER

Name

924 N. MAW WICHITA, KS 67203

Address

(316) 264-8008

Telephone number

Sworn to and subscribed before me this 12th day of April, 2009.



Sharon M. Adcock
Deputy City Clerk

RECEIVED \$

APR 13 '09

CITY CLERK OFFICE

WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

BELLECHASE SECOND ADDITION

Lots 1 - 27, Block 2

Lots 1 - 16, Block 3

448-90406

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being One Hundred Two Thousand Dollars (\$102,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after March 1, 2009.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

That the following tracts and lots in Bellechase Second Addition, an Addition to Wichita, Sedgwick County, Kansas shall each pay $\frac{1}{43}$ of the total cost of the improvement district:

BELLECHASE SECOND ADDITION

Lots 1 - 27, Block 2

Lots 1 - 16, Block 3

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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BELLECHASE SECOND ADDITION

Lots 1 - 27, Block 2
Lots 1 - 16, Block 3

St mb

4-8-09

AFFIDAVIT

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

WILL CLEVENGER

Name

924 N. MAIN WICHITA, KS 67203

Address

(316) 264-8008

Telephone number

Sworn to and subscribed before me this 13th day of April, 2009.



Sherah Cadlock

Deputy City Clerk

City of Wichita
City Council Meeting
August 18, 2009

TO: Mayor and City Council

SUBJECT: Petitions for Sanitary Sewer and Water System in Sierra Hills 2nd Addition
(north of Pawnee, west of 143rd Street East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the new petitions.

Background: On June 3, 2008, the City Council approved petitions to construct a sanitary sewer and water system in Sierra Hills 2nd Addition. The developer has submitted new petitions to reduce the size of the projects to reflect current market conditions and add main benefit fees to the petitions. The signature on the petitions represents 100% of the improvement districts.

Analysis: The projects will provide sanitary sewer and water system improvements for a new residential development located north of Pawnee, west of 143rd Street East.

Financial Considerations: The existing petitions total \$363,000. The new petitions total \$186,620. The funding source is special assessments.

Goal Impact: These projects address the Efficient Infrastructure goal by providing sanitary sewer and water system improvements required for a new residential development.

Legal Considerations: State Statutes provide that a petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendations/Actions: It is recommended that the City Council approve the new petitions, adopt the resolutions and authorize the necessary signatures.

Attachments: Map, CIP sheets, petitions and resolutions.

First Published in the Wichita Eagle on August 21, 2009

RESOLUTION NO. 09-275

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90389 (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90389 (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 08-276 adopted on June 3, 2008 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Water Distribution System Number 448-90389 (north of Pawnee, west of 143rd St. East).

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Fifty Thousand Dollars (\$50,000) exclusive of the cost of interest on borrowed money, with 100 percent of the total cost payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after April 1, 2009, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the exterior water main, such benefit fee calculated at the rate of 2.6 cents per square foot (April, 2009 rate) for the above described benefit district and totaling Ten Thousand Eight Hundred Twenty Dollars (\$10,820), divided equally per lot resulting in a per lot assessment of \$541 for the above described lots.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SIERRA HILLS SECOND ADDITION

Lots 37 through 44, Block 3

Lots 1 through 4, Block 4

Lots 1 through 8, Block 5

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 37 through 44, Block 3, Lots 1 through 4, Block 4, Lots 1 through 8, Block 5, SIERRA HILLS SECOND ADDITION shall each pay 1/20 of the total cost of the improvement

district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18th day of August, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

First Published in the Wichita Eagle on August 21, 2009

RESOLUTION NO. 09-276

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 2, MAIN 21, FOUR MILE CREEK SEWER (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 468-84516 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 2, MAIN 21, FOUR MILE CREEK SEWER (NORTH OF PAWNEE, WEST OF 143RD ST. EAST) 468-84516 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 08-278 adopted on June 3, 2008 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Lateral 2, Main 21, Four Mile Creek Sewer (north of Pawnee, west of 143rd St. East) 468-84516.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be One Hundred Five Thousand Dollars (\$105,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after April 1, 2009, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee calculated at the rate of 5 cents per square foot (April, 2009 rate) applied to the above described benefit district totaling Twenty Thousand Eight Hundred Dollars (\$20,800), divided equally per lot resulting in a per lot assessment of \$1040 for the above described lots.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SIERRA HILLS SECOND ADDITION

Lots 37 through 44, Block 3

Lots 1 through 4, Block 4

Lots 1 through 8, Block 5

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 37 through 44, Block 3, Lots 1 through 4, Block 4, Lots 1 through 8, Block 5, SIERRA HILLS SECOND ADDITION shall each pay 1/20 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 18th day of August, 2009.

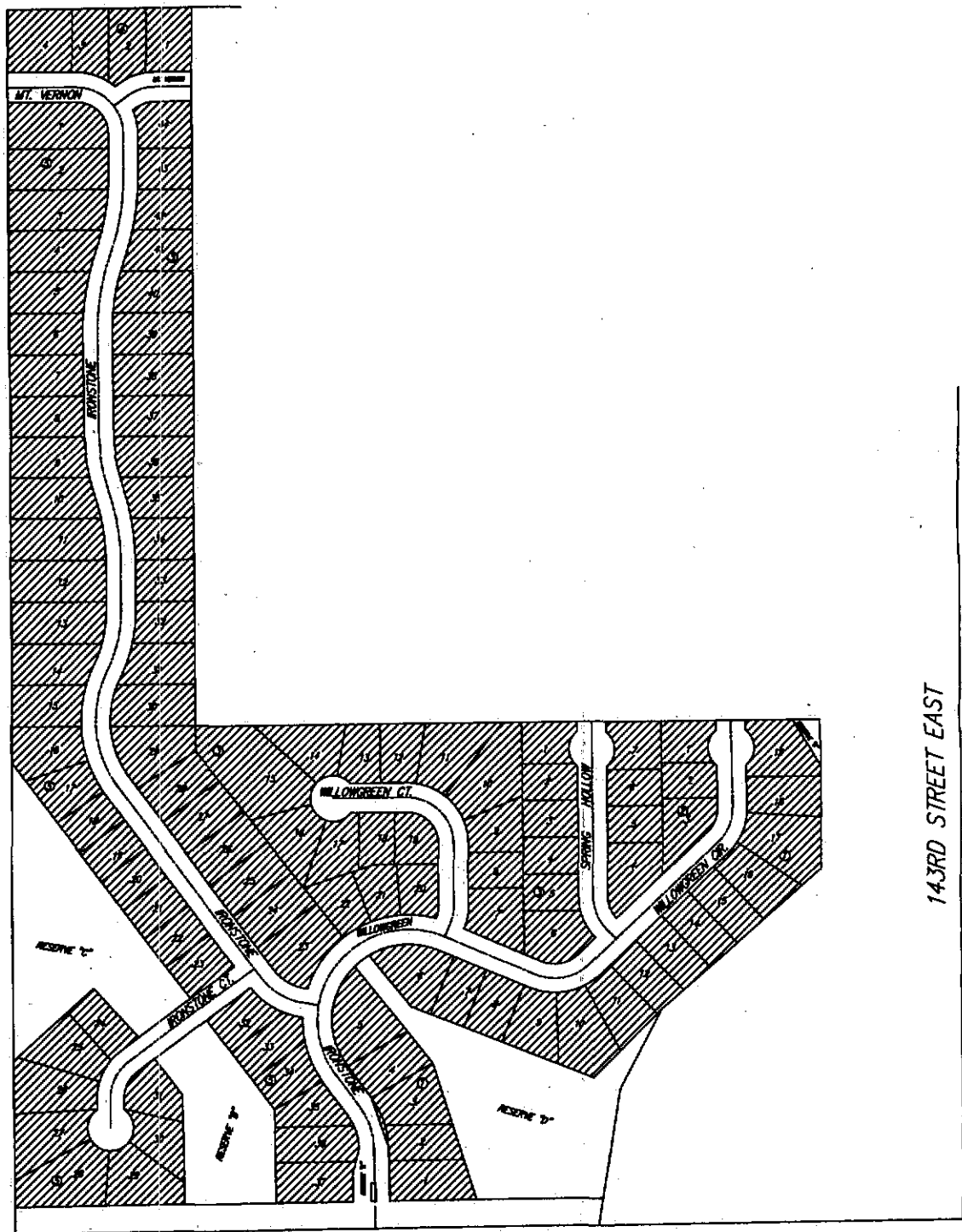
CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

SIERRA HILLS 2ND ADDITION

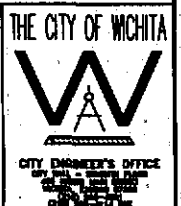


PAWNEE

143RD STREET EAST



BENEFIT DISTRICT 
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

- USE:
- 1. Prepare in triplicate
 - 2. Send original & 2 copies to budget.
 - 3. City Manager to sign all copies.
 - 4. File original w/ initiating resolution in City Clerk.
 - 5. Return 2nd copy to initiating department.
 - 6. Send 3rd copy to Controller.

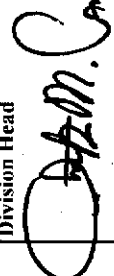

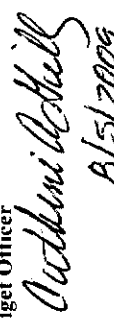

To Initiate Project	
To Revise Project	X

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 7/28/2009	4. Project Description & Location Sanitary Sewer for Sierra Hills 2nd Addition
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised	
As Required			
12. Project Cost Estimate			
ITEM	GO	SA	OTHER *
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage			
Sanitary Sewer		\$125,800	\$125,800
Sidewalk			
Water			
Other			
Totals		\$125,800	\$125,800
Total CIP Amount Budgeted			
Total Prelim. Estimate			

Platting Required	Yes	No
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:
100% Petition
* Sanitary Sewer Utility
Lateral 2, Main 21, FMC
468-84516

13. Recommendation: Approve the Petition and Adopt the Resolution

Division Head 	Department Head 	Budget Officer 	City Manager 
Date 8/5/2009	Date 8/5/2009	Date 8/5/2009	Date 8/5/2009

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project
To Revise Project

	X
--	---

1. Prepare in triplicate

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department.

6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 7/28/2009	4. Project Description & Location Water Distribution System for Sierra Hills 2nd Addition	
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date	
9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised		
As Required				
12. Project Cost Estimate				
ITEM	GO	SA	OTHER *	TOTAL
Right of Way				
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		\$60,820		\$60,820
Other				
Totals		\$60,820		\$60,820
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the Petition and adopt the Resolution				

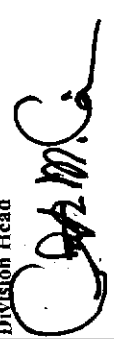

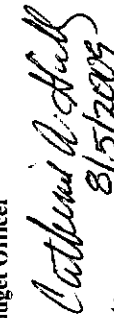

Platting Required	Yes	No
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

* Water Utility

448-90389

Division Head 	Department Head 	Budget Officer 	City Manager 
Date	Date	Date	Date

SANITARY SEWER PETITION AND BENEFIT FEE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lateral 2,

Main 21, FMC

SIERRA HILLS 2nd ADDITION

Lots 37 - 44, Block 3

Lots 1 - 4, Block 4

Lots 1 - 8, Block 5

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

468-84516

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being One Hundred Five Thousand Dollars (\$105,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after April 1, 2009.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a **benefit fee** be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee calculated at the rate of 5 cents per square foot (April, 2009 rate) applied to the above described benefit district totaling Twenty Thousand Eight Hundred Dollars (\$20,800), divided equally per lot resulting in a per lot assessment of \$1040 for the above described lots.
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during

the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

That the following described lots and tracts situated in Sierra Hills 2nd Addition, Wichita, Sedgwick County, Kansas shall each pay 1/20 of the total cost payable by the improvement district:

SIERRA HILLS 2nd ADDITION

Lots 37 - 44, Block 3
Lots 1 - 4, Block 4
Lots 1 - 8, Block 5

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 12-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building which may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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SIERRA HILLS 2nd ADDITION

Lots 37 - 44, Block 3

Lots 1 - 4, Block 4

Lots 1 - 8, Block 5

 4/30/09

AFFIDAVIT

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

WILL CLEVELER
Name

924 N. MAIN, WICHITA, KS 67203
Address

264-8008
Telephone number

Sworn to and subscribed before me this 4th day of May, 2009.



Debra A. Blacklock
Deputy City Clerk

WATER DISTRIBUTION SYSTEM PETITION & BENEFIT FEE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

SIERRA HILLS 2nd ADDITION

448-90389

Lots 37 - 44, Block 3
Lots 1 - 4, Block 4
Lots 1 - 8, Block 5

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Fifty Thousand Dollars (\$50,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata rate of 1 percent per month from and after April 1, 2009.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a **benefit fee** be assessed against the improvement district with respect to the improvement district's share of the cost of the exterior water main, such benefit fee calculated at the rate of 2.6 cents per square foot (April, 2009 rate) for the above described benefit district and totaling Ten Thousand Eight Hundred Twenty dollars (\$10,820), divided equally per lot resulting in a per lot assessment of \$541 for the above described lots.
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition.

In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

That the following tracts and lots in Sierra Hills 2nd Addition, Wichita, Sedgwick County, Kansas shall each pay 1/20 of the total cost of the improvement district:

SIERRA HILLS 2nd ADDITION

Lots 37 - 44, Block 3

Lots 1 - 4, Block 4

Lots 1 - 8, Block 5

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION

SIGNATURE

DATE

SIERRA HILLS 2nd ADDITION

Lots 37 - 44, Block 3

Lots 1 - 4, Block 4

Lots 1 - 8, Block 5

Eugene V. Howell 4-30-09

AFFIDAVIT

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

WILL CLEVENGER
Name

924 N. MAW WICHITA, KS 67203
Address

264-8008
Telephone number

Sworn to and subscribed before me this 4th day of May, 2009.



Deborah A. Adcock
Deputy City Clerk

City of Wichita
City Council Meeting
August 18, 2009

TO: Mayor and City Council

SUBJECT: Street Closures: Streets crossing the UPRR in north Wichita (Districts I & II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the street closures.

Background: The Union Pacific Railroad (UPRR) is continuing improvements to their track in the Wichita. The railroad crews have recently accomplished a tie replacement program and now need to reconstruct the track structure at three crossing locations: 37th Street North between Oliver and Woodlawn, Rock Road south of 45th Street, and 45th Street east of Rock Road. The railroad has scheduled the reconstruction of these crossings on August 18th, 19th, and 20th, weather permitting. The railroad is requesting a one-day street closure at each of the three locations. During the street closure the railroad will remove the existing crossing material, install a new rail panel (ties and rail), adjust the rail elevation and alignment, and install new crossing material.

Analysis: The UPRR is responsible for the placement of the required detour and construction signs and barricades and the notification of area businesses and residents. During the arterial street closures, traffic will be detoured to adjacent arterial streets.

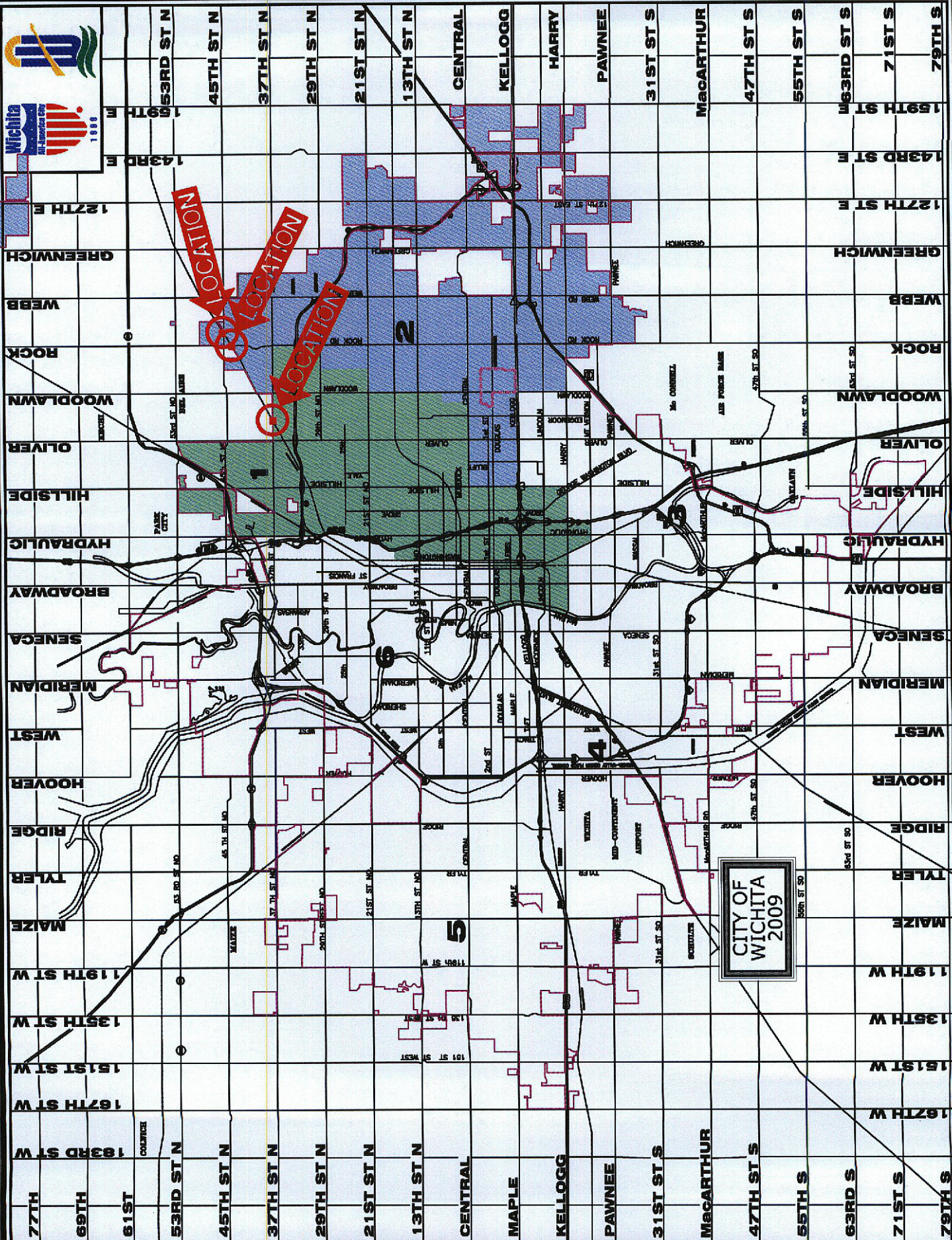
Financial Considerations: None.

Goal Impact: This project addresses the Efficient Infrastructure goal by maintaining safe and dependable transportation systems.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the street closures.

Attachment: Map.



City of Wichita
City Council Meeting
August 18, 2009

TO: Mayor and City Council

SUBJECT: Street Closures: West Street, Maple to Central (Districts IV and VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the street closure.

Background: Cornejo & Sons, Inc. has contracted to reconstruct West Street between Maple and Central. Work began May 26, 2009 and the contractor will soon be pouring the concrete pavement in the east half of the new street. Because it is necessary to deliver and pour the new concrete from the present northbound traffic lane, it will be necessary to close this northbound traffic lane during the concrete pour. The contractor is requesting approval of the tentative 8 hour closure of this northbound lane of traffic from approximately 10:00 p.m. until approximately 6:00 a.m. when sections of the east side of West Street are ready. The first pour is estimated to occur near the end of August. The contractor is also requesting the approval of similar closures during the placement of paving in the west half of West Street when required. These 8 hour closures are dependent on acceptable weather forecasts.

Analysis: Cornejo and Sons, Inc. are responsible for the placement of the required detour and construction signs and barricades and the notification of area businesses and residents. During this short term, night closures, the affected West Street traffic will be detoured using Maple, Meridian, and Central.

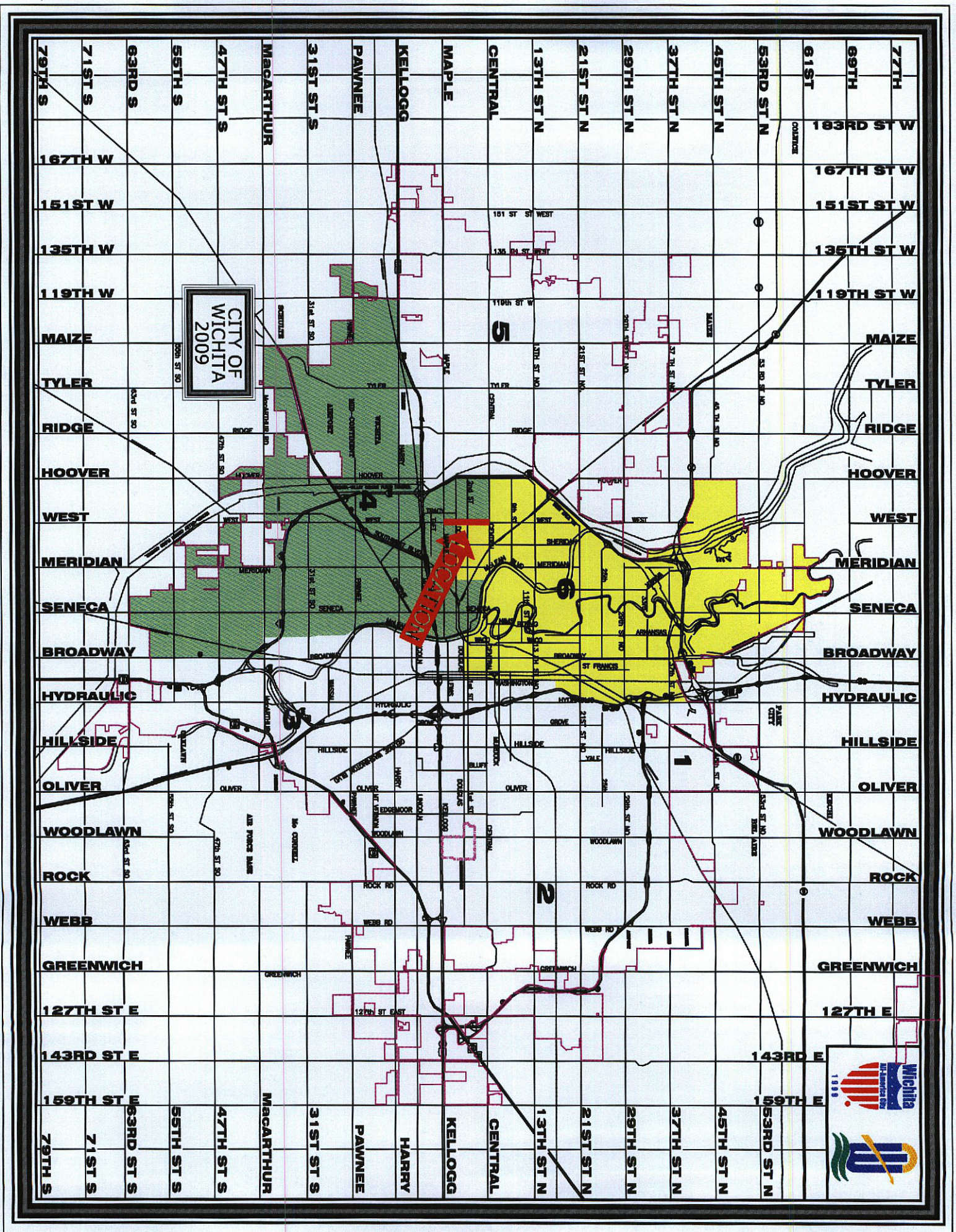
Financial Considerations: None.

Goal Impact: This project addresses the Efficient Infrastructure goal by maintaining safe and dependable transportation systems.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the 10 p.m. to 6 a.m. closure of one direction of West Street during the concrete pours.

Attachments: Location map.



**City of Wichita
City Council Meeting
August 18, 2009**

TO: Mayor and City Council

SUBJECT: Easement Encroachment Agreement for Collegiate School, Inc. (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the agreement.

Background: An agreement has been prepared to formally permit Collegiate School, Inc. to occupy and construct improvements on, over, and across a platted and dedicated drainage easement described as being located in the plat for the Wichita Collegiate School, vacated Webb Road Street right-of-way and waives all rights of action in law arising out of the encroachment into the easement. The improvement is an entry sign that will be located on Webb Road.

Analysis: The agreement allows the City to be held harmless from any and all claims resulting from leaking, cave-in or failure of said drainage structures lying within the drainage easement and from claims resulting from replacement or upgrade of drainage structures.

Financial Considerations: No cost to the City.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing for improvements desirable to new development.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2009, BY AND BETWEEN THE CITY OF WICHITA, KANSAS, hereinafter called "CITY" AND WICHITA COLLEGIATE SCHOOL, INC., hereinafter called "OWNER"

WITNESSETH:

Whereas, the public has been granted drainage easements for the following described tracts:

A tract 15 feet in width, lying with and along the east line of of the south 304.18 feet of Lot 1, Block 1, Country Walk 2nd Addition, said lot being addressed as 1221 N. Webb Rd.;

and

A tract of land lying within vacated Webb Road Right-of-Way and adjacent to Lot 1, Block 1, Country Walk 2nd Addition, to Wichita, Sedgwick County, Kansas, said tract being described as follows:

COMMENCING at the southeast corner of Lot 1, Block 1, Country Walk 2nd Addition, to Wichita, Sedgwick County, Kansas, thence along the east line of said Lot 1 on a platted bearing of N00°06'51"E, 171.50 feet to the POINT OF BEGINNING, thence continuing N00°06'51"E, 10.00 feet; thence S89°53'09"E, 2.50 feet; thence S00°06'51"W, 10.00 feet; thence N89°53'09"W, 2.50 feet to the POINT OF BEGINNING.

and

Whereas, Owner desires to occupy and construct improvements over the following described section of said easement and vacated street right-of-way areas, to wit; A 10.0 foot by 10.0 foot tract of land lying partially within Lot 1, Block 1, Country Walk 2nd Addition, an addition to Wichita, Sedgwick County, Kansas, and partially within vacated Webb Road public street right-of-way, described as COMMENCING at the southeast corner of Lot 1, Block 1, Country Walk 2nd Addition, to Wichita, Sedgwick County, Kansas, thence along the east line of said Lot 1 on a platted bearing of N00°06'51"E, 171.50 feet to the POINT OF BEGINNING, thence S89°53'09"E, 2.50 feet; thence N00°06'51"E, 10.00 feet; thence N89°53'09"W, 10.00 feet; thence S00°06'51"W, 10.00 feet; thence S89°53'09"E, 7.50 feet to the POINT OF BEGINNING. (See attached Exhibit showing proposed sign location).


NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

- (1) The City hereby agrees to permit the Owner to occupy and construct improvements on, over and across the aforesaid drainage easements and vacated public street right-of-way, and specifically waives any and all rights of action in law or equity against Owner, arising out of the Owner's occupancy and encroachment on and over said easements and vacated right-of-way.

- (2) The Owner agrees that it will not begin construction of improvements, on, over and across the said easements and vacated right-of-way without first obtaining the City's approval of any and all plans and specifications for such improvements.
- (3) In the event that a drainage or storm sewer line or other structure within the above described drainage easements and vacated right-of-way is planned or requires repair and/or maintenance and the same construction or repair is determined by the City to be impossible or impractical due to the presence of the encroachment, the City shall provide the Owner twenty (20) days notice of the City's need to access the area for such repairs and/or construction and/or maintenance for the Owner to remove the encroachment and/or make the necessary arrangements to accommodate such repairs and/or construction and/or maintenance. The Owner shall be obligated to either (a) pay the costs to replace that portion of the structure within such encroachment; (b) remove the said encroachment and clear the said easement and right-of-way; or (c) pay the costs of tunneling under the encroachment to permit repair and/or maintenance of the structure.
- (4) The Owner agrees to protect and indemnify the City and adjacent property owners against any increased cost that may accrue to them due to the necessity of construction of greater distance to avoid connecting beneath any improvements that may be built on, over and across said easement and right-of-way. In the event the Owner fails to provide such indemnification, the Owner agrees that the City may assess any cost incurred by it against the property of the Owner to Lot 1, Block 1, Country Walk 2nd Addition. Such assessment shall be in the manner described in K.S.A. 12-6a 17, as amended from time to time.
- (5) The Owner agrees to indemnify and hold harmless the City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said structure and which injury and/or damage is caused by the presence of the encroachment. The Owner hereby releases the City from any and all claims that it might have for property damage caused by work performed by the City, or its employees, agents and contractors, in connection with the inspection, repair and/or maintenance of the structure within the above described easement and right-of-way.
- (6) This agreement may be terminated by the City upon failure of the Owner to comply with all of the terms of this agreement.
- (7) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as the structure contemplated by this agreement is in existence.
- (8) This document creates a temporary, non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

WICHITA COLLEGIATE SCHOOL, INC.



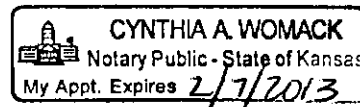
Tom Davis, President and CEO
"OWNER"

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of _____, 2009, before me, a Notary Public, in and fore said county and state, came Tom Davis, President and CEO, Wichita Collegiate School, Inc., to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

Cynthia A. Womack
Notary Public Cynthia A. Womack



My Commission Expires: February 7, 2013

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor
"CITY"

ATTEST:

City Clerk

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of _____, 2009, before me, a Notary Public, in and fore said county and state, came, Carl Brewer, Mayor of the City of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

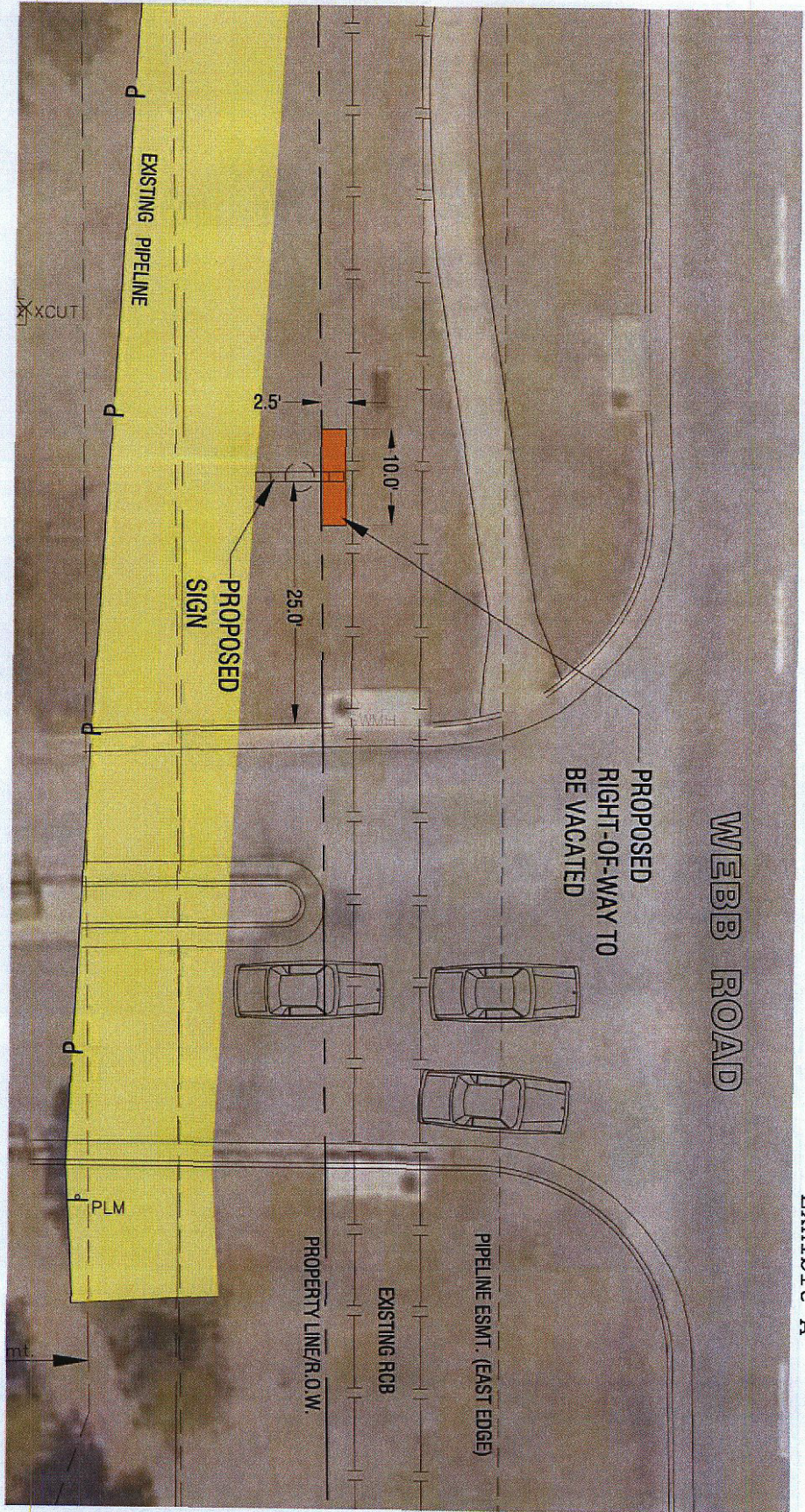
Notary Public

My Commission Expires: _____

Approved as to Form:

David P. Rebenstaf / JPA
Director of Law

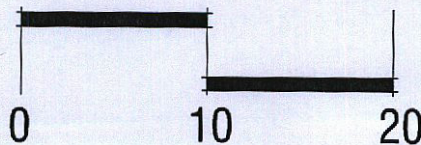
Exhibit A



Southern Star Pipeline

Date: July 13, 2009

MIKEC
ENGINEERING
CONSULTANTS, INC.



MKEC
ENGINEERING
CONSULTANTS, INC.

411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

City of Wichita
City Council Meeting
August 18, 2009

TO: Mayor and City Council

SUBJECT: Agreement for Design Services for Cox Machine 3rd Addition (east of Hoover, north of 21st) (District V)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The City Council approved the paving improvements in Cox Machine 3rd Addition on May 12, 2009.

Analysis: The proposed agreement between the City and Baughman Company, P.A. provides for the design of bond financed improvements consisting of paving in Cox Machine 3rd Addition. Per Administrative Regulation 1.10, staff recommends that Baughman be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$30,000 and will be paid by special assessments.

Goal Impact: This agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: The agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

COX MACHINE 3RD ADDITION

THIS AGREEMENT, made this _____ day of _____, 2009, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BAUGHMAN COMPANY, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

ZOO PARK CIRCLE from the south line of the plat, north to and including the cul-de-sac (east of Hoover, north of 21st) (Project No. 472 84820, OCA No. 766239).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Cox Machine 3rd Addition and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$5,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

- Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.
- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 2. Additional design services not covered by the scope of this agreement.
 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

CITY OF WICHITA

Robert Layton, City Manager

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

APPROVED:

Chris Carrier, Director of Public Works

BAUGHMAN COMPANY, P.A.

N. Brent Wooten, President

ATTEST:

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
 - a. Plan Development for the paving improvements by **August 31, 2009**.
(Project No. 472 84820).

Attachment No. 1 to Exhibit “A” – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

**REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
 - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
 - 2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 - 3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be

- canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
 5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
 2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

City of Wichita
City Council Meeting
August 18, 2009

TO: Mayor and City Council Members

SUBJECT: Mid-Continent Water Quality Reclamation Facility –
Change Order

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 1 with Grimm Construction for construction of the Mid-Continent Water Quality Reclamation Facility.

Background: On August 5, 2008, Grimm Construction was awarded the Contract for the construction of the new sewage treatment plant to serve southwest Wichita. The Contract was to include all general construction services for a three million gallon-per-day wastewater treatment facility. The original Contract amount for the project was \$22,898,000.

Analysis: Change Order No. 1 is a combination of nineteen (19) proposed contract modifications. All of the proposed contract modifications (PCMs) reflect either a reduction in cost, or added value to the City, a summary of which is attached. Included in Attachment A is a justification for the individual changes.

Financial Considerations: This Change Order is part of Capital Improvement Project, Mid- Continent Sewage Treatment Plant (S-546). The proposed modifications result in a net increase of \$261,037 representing a 1.1 percent increase to the original Contract. Deductive Contract modifications amount to \$55,757 and additive Contract modifications amount to \$316,794. The project has not been completed, and it is expected that additional changes, both additive and deductive, will be required to successfully complete the project.

Legal Considerations: The Law Department has reviewed the Change Order and approved it as to form.

Goal Impact: This project will ensure the construction of efficient infrastructure by assuring adequate infrastructure now and in the City's future.

Recommendations/Actions: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order No. 1 with Grimm Construction

ATTACHMENT A

**CITY OF WICHITA, KANSAS
MID-CONTINENT WATER QUALITY RECLAMATION FACILITY
CITY PROJECT NO. FB-655546-2**

CHANGE ORDER NO. 1

CHANGE ORDER ITEM NO.	DESCRIPTION	COST
1	Installation of New 16" Waterline from K-42 to Plant Site <i>Add the sum of \$210,000.00</i>	
	<i>Item No. 1 Total</i>	<i>\$210,000.00</i>
2	Modifications to Hydrogate Slide Gate Operators <i>Add the sum of \$22,385.00</i>	
	<i>Item No. 2 Total</i>	<i>\$22,385.00</i>
3	Relocation of Site Access Road and Project Trailers <i>Add the sum of \$20,558.00</i>	
	<i>Item No. 3 Total</i>	<i>\$20,558.00</i>
4	Addition of Pipe Supports in Blower Room <i>Add the sum of \$12,469.00</i>	
	<i>Item No. 4 Total</i>	<i>\$12,469.00</i>
5	Modifications Associated with Locating Wastewater Samplers <i>Add the sum of \$11,247.00</i>	
	<i>Item No. 5 Total</i>	<i>\$11,247.00</i>
6	Modification to Valve Actuators <i>Add the sum of \$9,042.00</i>	
	<i>Item No. 6 Total</i>	<i>\$9,042.00</i>

ATTACHMENT A
CITY OF WICHITA, KANSAS
MID-CONTINENT WATER QUALITY RECLAMATION FACILITY
CITY PROJECT NO. FB-655546-2
CHANGE ORDER NO. 1

CHANGE ORDER ITEM NO.	DESCRIPTION	COST
7	Change in Manufacturer for VFDs in HVAC Equipment <i>Add the sum of \$6,481.00</i>	
	<i>Item No. 7 Total</i>	<i>\$6,481.00</i>
8	Modification to Aluminum Support Beams at MBR Basins <i>Add the sum of \$5,902.00</i>	
	<i>Item No. 8 Total</i>	<i>\$5,902.00</i>
9	Addition of Bulkheads at Future Tank Openings <i>Add the sum of \$5,267.00</i>	
	<i>Item No. 9 Total</i>	<i>\$5,267.00</i>
10	Modification to Rebar Around Slide Gate Openings at Aeration Basins <i>Add the sum of \$4,140.00</i>	
	<i>Item No. 10 Total</i>	<i>\$4,140.00</i>
11	Install Form Savers at Knockout Walls in Influent and Effluent Channels at Aeration Basin <i>Add the sum of \$2,998.00</i>	
	<i>Item No. 11 Total</i>	<i>\$2,998.00</i>
12	Modifications to Door Hardware <i>Add the sum of \$2,675.00</i>	
	<i>Item No. 12 Total</i>	<i>\$2,675.00</i>

ATTACHMENT A
CITY OF WICHITA, KANSAS
MID-CONTINENT WATER QUALITY RECLAMATION FACILITY
CITY PROJECT NO. FB-655546-2
CHANGE ORDER NO. 1

CHANGE ORDER ITEM NO.	DESCRIPTION	COST
13	Modification to Plant Influent Piping at Headworks <i>Add the sum of \$1,927.00</i>	
	Item No. 12 Total	\$1,927.00
14	Modification to the Damper Controls in Generator Room <i>Add the sum of \$1,703.00</i>	
	Item No. 13 Total	\$1,703.00
15	Deletion of Motor Operator on Overhead Door at Chemical Room <i>Deduct the sum of \$917.00</i>	
	Item No. 14 Total	(\$917.00)
16	Deletion of RTP-1 Certification on Alum Storage Tank <i>Deduct the sum of \$5,000.00</i>	
	Item No. 15 Total	(\$5,000.00)
17	Repairs to Pavement at Tyler Road Jack and Bore <i>Deduct the sum of \$7,520.00</i>	
	Item No. 17 Total	(\$7,520.00)
18	Deletion of Electrical Ductbank to Grinder Pump Station <i>Deduct the sum of \$15,000.00</i>	
	Item No. 18 Total	(\$15,000.00)
19	Electrical Cost Savings Items <i>Deduct the sum of \$27,320.00</i>	
	Item No. 19 Total	(\$27,320.00)

ATTACHMENT A

**CITY OF WICHITA, KANSAS
MID-CONTINENT WATER QUALITY RECLAMATION FACILITY
CITY PROJECT NO. FB-655546-2**

CHANGE ORDER NO. 1

REASONS AND JUSTIFICATION FOR CHANGES

CHANGE ORDER ITEM NO.	REASON/JUSTIFICATION
1	<i>The original scope of design did not include a potable water service line to the plant because it was unknown at the time whether another City Contract would include the installation of this pipeline. Due to the need for the Contractor to have a reliable source of water for tank testing, it was decided to instruct the Contractor to install the water line from the plant back to K-42.</i>
2	<i>During review of the slide gate shop drawings, concerns were raised about the location of the gate operators possibly interfering with the removal of the membrane cassettes. This change is to switch to offset gate operators that would eliminate this conflict. Also included in this change is the addition of stainless steel through bolts to six gate operators that will provide a more durable mounting of the gate to avoid potential maintenance issues in the future.</i>
3	<i>This change resulted from the Wichita Airport Authority's desire to change to location of the access road, parking, and laydown areas of the job from what was originally shown on the drawings. The Contractor agreed to split the cost of this change with the City.</i>
4	<i>This change is for the addition of pipe supports in the Blower Room. These pipe supports were originally to be included with future blowers, however, by being installed now, the pipe supports can be utilized to support some of the existing piping.</i>
5	<i>The plans and specifications called for the Contractor to provided two wastewater samplers. This change was required to install the influent and effluent piping to the samplers once their locations were selected.</i>
6	<i>The project specifications for valve actuators did not include NEMA classifications, therefore the Contractor's price at bidding was for all valves actuators to be NEMA 12. However, there are approximately 12 valves in the project where NEMA 4X or Class I/Div. II actuators are required. This change item will modify the actuator types as required for their location classification.</i>
7	<i>This item is to change the submitted manufacturer for the VFDs on the HVAC systems from Yoskawa to ABB. The ABB VFDs are preferred by the City but were not part of the Contractor's original bid.</i>
8	<i>This change is for modifications to the aluminum beams supporting the grating above the MBR basins. During the submittal review process, it was noted that the support beams would obstruct the removal of the membrane cassettes. This change is to cut notches in the beams where these obstructions would have occurred.</i>

ATTACHMENT A

**CITY OF WICHITA, KANSAS
MID-CONTINENT WATER QUALITY RECLAMATION FACILITY
CITY PROJECT NO. FB-655546-2**

CHANGE ORDER NO. 1

REASONS AND JUSTIFICATION FOR CHANGES

CHANGE ORDER ITEM NO.	REASON/JUSTIFICATION
9	<i>This change provides for the purchase and installation of aluminum bulkhead plates at the openings to the three future MBR basins that will not be put into use at this time.</i>
10	<i>This change is for modifications to the reinforcing steel around four wall openings at the Aeration Basins. The elevation of the gates needed to be lowered resulting in a change to the rebar layout at the openings.</i>
11	<i>This change is for the installation of form savers at the knockout walls in the influent and effluent channels of the Aeration Basins. These form savers will provide the full strength of regular reinforcing steel in the knockout while making the removal of the wall easier in the future.</i>
12	<i>This change is for modifications to door hardware and locksets. The hardware modification was required due to the fact that the monorail beams extending through the Headworks doors, would conflict with the flush mounted bolts. The lockset change is to add an exit device that is required but was not part of the original scope of supply.</i>
13	<i>This change is for the addition of an 18" pipe bend to the influent pipe to provide additional clearance between the influent pipe and the building footer. This change will help prevent the possibility of the influent pipe getting damaged as the building settles. Other modifications to the influent pipe routing are to be made at no additional cost to the owner.</i>
14	<i>This change is for electrical modifications associated with changing the damper actuators on the Generator Room louvers from pneumatic to electrically controlled. There was a concern that during a power outage, the pneumatic air tank might not be sufficiently charged to power the damper actuators. With this change, the actuators will be electrically controlled and will open automatically on loss of power.</i>
15	<i>This item is a credit being offered to delete the motor operator on the overhead door at the Chemical Room at the request of the owner.</i>
16	<i>This item is a credit being offered to waive the requirement to provide RTP-1 certification on the Alum Storage Tank. The tank will still be manufactured to RTP-1 standards, but a certification will not be provided.</i>
17	<i>This item is a credit being offered the owner as compensation for the costs incurred by the City on the repairs made to Tyler Road in May 2009. The repairs were needed because of problems with the jack and bore operations being performed by the Contractor.</i>

ATTACHMENT A

**CITY OF WICHITA, KANSAS
MID-CONTINENT WATER QUALITY RECLAMATION FACILITY
CITY PROJECT NO. FB-655546-2**

CHANGE ORDER NO. 1

REASONS AND JUSTIFICATION FOR CHANGES

CHANGE ORDER ITEM NO.	REASON/JUSTIFICATION
18	<i>This item is a credit being offered for the deletion of the electrical ductbank from the plant site to the remote grinder pump station. Controls and instrumentation for the pump station will be transmitted via radio transmitter and the power can be provided from an adjacent power pole, eliminating the need for the ductbank.</i>
19	<i>In February 2009 the Contractor provided a list of possible cost savings measures associated with the electrical items on the project. This item is a credit for these items as approved by the owner.</i>

Change Order

No. 1

Date of Issuance: _____

Effective Date: _____

Project: Mid-Continent Water Quality Reclamation Facility	Owner: City of Wichita, Kansas	City Project No.: FB-655546-2
Contract: Cowskin Creek Pump Station and Force Main		Date of Contract: _____
Contractor: Grimm Construction		Engineer's Project No.: 2395-46935

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Refer to Attachment A

Attachments: (List documents supporting change):
Refer to Attachment B

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 22,898,000.00

Increase from previously approved Change Orders No. 0 to No. 0 :

\$ 0.00

Contract Price prior to this Change Order:

\$ 22,898,000.00

Increase of this Change Order:

\$ 261,037.00

Contract Price incorporating this Change Order:

\$ 23,159,037.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (date): April 15, 2010

Ready for final payment (date): June 14, 2010

Increase from previously approved Change Orders No. 0 to No. 0 :

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion (date): April 15, 2010

Ready for final payment (date): June 14, 2010

Increase of this Change Order:

Substantial completion (days): 0

Ready for final payment (days or date): 0

Contract Times with all approved Change Orders:

Substantial completion (date): April 15, 2010

Ready for final payment (date): June 14, 2010

Contractor agrees that the time and financial compensation contained in this Change Order is the entire and complete amount to which the Contractor is entitled for the work described herein.

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u>	By: _____	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: <u>7/23/09</u>	Date: _____	Date: <u>7-23-09</u>

CITY OF WICHITA
City Council Meeting
August 18, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 2139 South Maize for the Maize: Pawnee to Kellogg Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On July 18, 2008, the City Council approved a project to improve Maize Road from Kellogg to Pawnee. Maize is currently a two lane asphalt mat road with open drainage ditches. Maize will be improved to five lanes with two through lanes in each direction and a center two-way left turn lane. A storm water sewer system will be constructed and five foot wide sidewalks will be installed on both sides of Maize. The project requires two one hundred square feet drainage easements from the property at 2139 South Maize Road as well as a ten foot wide temporary easement along the east side of the property. The property is improved with a church. The acquisitions have no impact on the improvements.

Analysis: Based on market comparables, the two drainage easements were valued at \$800 (\$4.00 per square foot) and the 3,650 square foot temporary easement was valued at \$900 (\$.24 per square foot). The owner has agreed to accept the \$1,700 offer.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$1,800 is requested. This includes \$1,700 for the acquisition, and \$100 for closing and recordation costs.

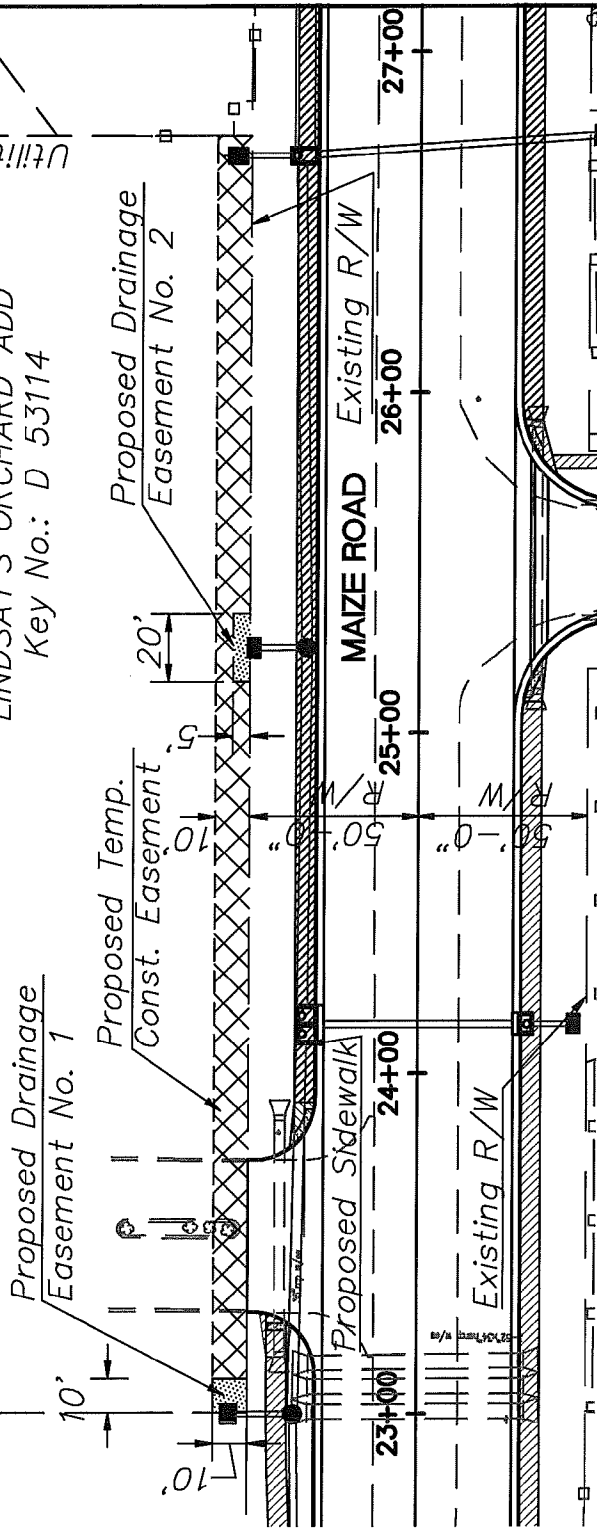
Goal Impact: The acquisition of this parcel addresses efficient infrastructure by allowing the improvement of traffic flow and drainage along a major transportation corridor.




Legal Considerations: The Law Department has approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial and real estate purchase agreement.

PARK PLACE ASSEMBLY OF GOD
CHURCH
LOT 1, BLOCK 3
LINDSAY'S ORCHARD ADD
Key No.: D 53114



- TAX KEY: D 53114
Temporary Construction Easement
SIZE: 3,550 SQ. FT.
-  Proposed Temporary Construction Easement
 -  Proposed Drainage Easement
 -  Proposed Sidewalk



1 INCH = 50 FT.

MAIZE ROAD
WEST KELLOGG AVE TO PAWNEE AVE
TRACT MAP
PARK PLACE ASSEMBLY OF GOD CHURCH - SHEET 1 of 2
SEC 31-T27S-R1W

TAX KEY: D 53114

Proposed Temporary Construction Easement

SIZE: 3,550 SQ. FT.

PROPOSED TEMPORARY CONSTRUCTION EASEMENT LEGAL:

Part of Lot 1, Block 3, Lindsay's Orchard Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows.

All of east 10 feet of Lot 1, except that acquired herein as Proposed Drainage Easement No. 1 & Proposed Drainage Easement No. 2.

PROPOSED DRAINAGE EASEMENT NO. 1 LEGAL:

Part of Lot 1, Block 3, Lindsay's Orchard Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

Beginning at the Southeast corner of said Lot 1, thence West along the south line of said Lot 1 a distance of 10.00 feet, thence North parallel with the east line of said Lot 1 a distance of 10.00 feet, thence East perpendicular to the east line of said Lot 1 a distance of 10.00 feet more or less to a point on the east line of said Lot 1, thence South along the east line of said Lot 1 to the Point of Beginning. Containing 100.00 square feet, more or less.

PROPOSED DRAINAGE EASEMENT NO. 2 LEGAL:

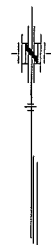
Part of Lot 1, Block 3, Lindsay's Orchard Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

Beginning at the Southeast corner of said Lot 1, thence North along the east line of said Lot 1 a distance of 215.00 feet to the Point of Beginning, thence West parallel with the south line of said Lot 1 a distance of 5.00 feet, thence North parallel to the east line of said Lot 1 a distance of 20.00 feet, thence East parallel with the south line of said Lot 1 a distance of 5.00 feet more or less to a point on the east line of said Lot 1, thence South along the east line of said Lot 1 to the Point of Beginning. Containing 100.00 square feet, more or less.

MAIZE ROAD
WEST KELLOGG AVE TO PAWNEE AVE

TRACT MAP

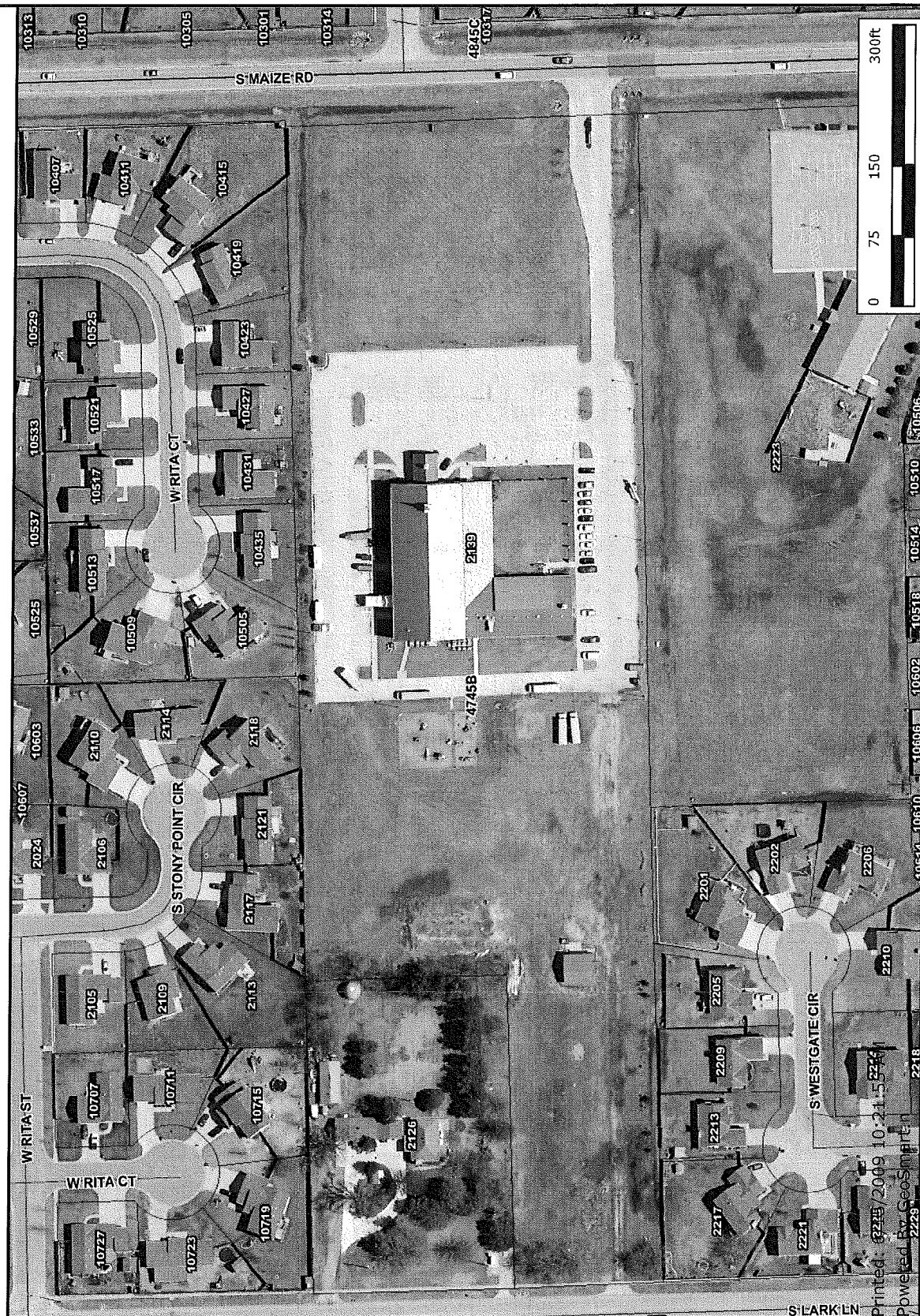
PARK PLACE ASSEMBLY OF GOD CHURCH - SHEET 2 of 2
SEC 31-T27S-R1W



1 INCH = 50 FT.



Park Place Assembly of God



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



PROJECT: Maize Road – Kellogg to Pawnee

DATE: July 16, 2009

COUNTY: Sedgwick

TRACT NO.: 4

CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT made and entered into this ____ day of 2009 by and between:

Park Place Assembly of God Church
2139 South Maize Road
Wichita, Kansas 67209

landowner(s), and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A permanent easement for drainage described as follows:

Part of Lot 1, Block 3, Lindsay's Orchard Addition, an addition to Wichita, Sedgwick County, Kansas more particularly described as follows:

Beginning at the Southeast corner of said Lot 1, thence West along the south line of said Lot 1 a distance of 10.00 feet, thence North parallel with said east line of said Lot 1 a distance of 10.00 feet, thence East perpendicular to the east line of said Lot 1 a distance of 10.00 feet more or less to a point on the east line of said Lot 1, thence South along the east line of said Lot 1 to the Point of Beginning.

And a permanent easement for drainage described as follows:

Part of Lot 1, Block 3, Lindsay's Orchard Addition, an addition to Wichita, Sedgwick County, Kansas more particularly described as follows:

Beginning at the Southeast corner of said Lot 1, thence North along the east line of said Lot 1 a distance of 215.00 feet to the Point of Beginning, thence West parallel with the south line of said Lot 1 a distance of 5.00 feet, thence North parallel with said east line of said Lot 1 a distance of 20.00 feet, thence East parallel with the south line of said Lot 1 a distance of 5.00 feet more or less to a point on the east line of said Lot 1, thence South along the east line of said Lot 1 to the Point of Beginning.

And a temporary construction easement described as follows:

Part of Lot 1, Block 3, Lindsay's Orchard Addition, an addition to Wichita, Sedgwick County, Kansas more particularly described as follows:

All of the east 10 feet of Lot 1, except that acquired herein as a permanent drainage easement.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the land owner(s) be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within ten days after the warranty deed conveying said property free of encumbrance has been delivered.

Drainage Easements - 200 Sq. Ft.	\$800.00
Cost to Cure:	\$ 0.00
Damages including but not limited to:	\$ 0.00
Temporary Construction Easement - 3,650 Sq. Ft.	\$900.00

TOTAL \$1,700.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

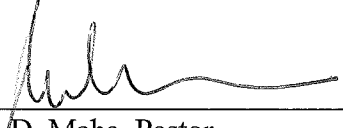
City of Wichita
County of Sedgwick
State of Kansas

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Landowner:
Park Place Assembly of God Church

By _____
Darin/D. Mabe, Pastor

Approved as to form:

Gary E. Rebenstorf, Director of Law

MEMORANDA

Exact and full name of owner, as it appears of record:

Park Place Assembly of God Church

REMARKS:

RECOMMENDED BY:

CITY OF WICHITA
City Council Meeting
August 18, 2009

TO: Mayor and City Council Members

SUBJECT: Acquisition of a Temporary Easement at the Northeast Corner of Murdock and Custer for the 9th Street Drainage Outfall Project. (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: The 9th Street Drainage Outfall project will provide additional storm water drainage for the area bounded by West Street, Central, 13th Street and McLean. The project requires the acquisition of easements from 10 tracts. One of the impacted parcels is located at the northeast corner of Murdock and Custer. The site consists of 36,685 square feet and is zoned for residential use. The site is improved with a 1,549 square foot single family residence. The project requires a 5,200 square foot temporary easement. Approximately 200 feet of woven wire and wooden privacy fence will be removed as will four mature trees and numerous smaller trees and bushes.

Analysis: The property owner accepted an offer of \$10,500. This amount is comprised of \$250 for the temporary construction easement (\$0.04 per square foot based on market data), \$5,200 for fencing based on an estimate of \$26 per foot and \$5,050 for the trees.

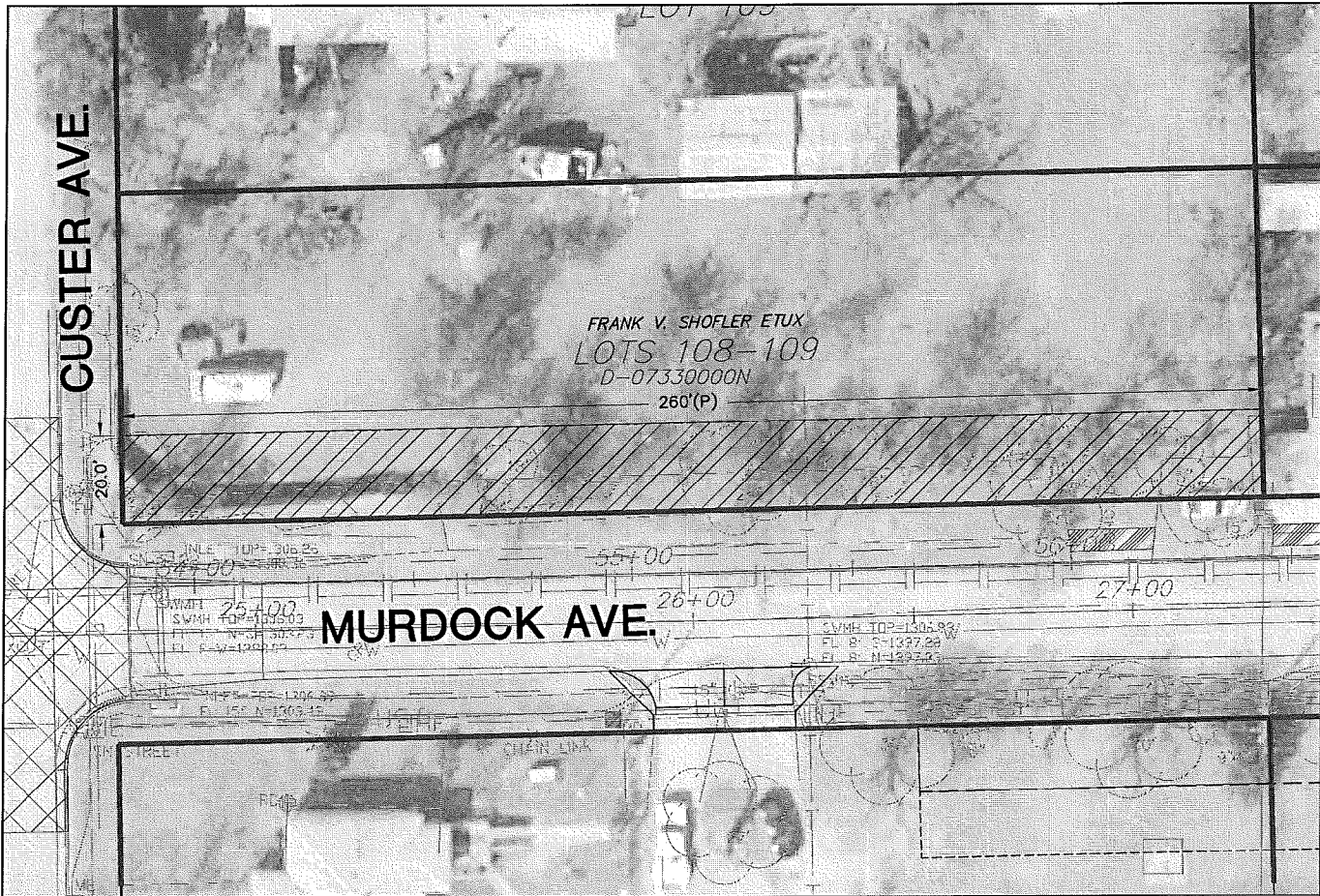
Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$11,000 is requested. This includes \$10,500 for acquisition and \$500 for administrative costs and filing fees.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving the storm water drainage and control through a developed part of the City.

Legal Considerations: The Law Department has approved the contract and easement as to form.

Recommendations/Actions: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Contract for the Conveyance of Real Estate and 3) Authorize the necessary signatures.

Attachments: Tract map, temporary construction easement and real estate purchase agreement.



LEGAL DESCRIPTION:




Right of Entry / Temporary Construction Easement:

The south 20 feet of Lot 108, Sim Park Gardens,
Sedgwick County, Kansas.



40 0 40

LEGEND:

-  Temporary Construction Esmt.
Area = 5,200 s.f.
-  Easement Area = none
-  Right of Way / Property line



Owner:

Frank V. Shofler and Sharon Marie Shofler
804 N. Custer
Wichita, KS 67203

Tax Key Property Identification:

D 07330000N

MKEC
ENGINEERING
CONSULTANTS, INC.

411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

**West Street to Arkansas River
9th Street Storm Sewer Outfall**
PROJECT NAME

TRACT MAP #8 - Easement Exhibit
SHEET TITLE

JRA DESIGN BY:	BDL DRAWN BY:	JRA / JCM CHECKED BY:
Dec. 2008 DATE	06205 v8 JOB NO.	1 / 1 SHEET/OF

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this _____ day of _____, 2009, by and between Frank V. and Sharon M. Shofler, husband and wife, herein referred to as "Grantor", heirs and assigns and the City of Wichita, Kansas, a municipal corporation, herein referred to as "Grantee".

WITNESSETH: That the said Grantor, in consideration of the sum of One Dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby grant unto the Grantee a temporary right-of-way easement for the purpose of constructing utility improvements and associated site work over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

The south 20 feet of Lot 108, Sim Park Gardens, Sedgwick County, Kansas.

The Grantee hereby covenants and agrees to indemnify, protect, and save harmless the Grantor, its successors and assigns, of, from, against and in respect of all liabilities, losses, claims, damages, punitive damages, causes of action, lawsuits, demands, judgments, settlement payments and costs and expenses (including without limitation reasonable attorney's fees and disbursements of every kind, nature and description) caused by or arising out of the use of the premises by the Grantee, its employees, agents or contractors.

Said easement shall expire upon completion of the stormwater system and paving plans and specifications of the City Engineer of the City of Wichita, Kansas.

IN WITNESS WHEREOF: Grantor(s) have signed these presents the day and year first written.

Frank V. Shofler

Sharon M. Shofler

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this ____ day of _____, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Frank V. Shofler and Sharon M. Shofler, husband and wife, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Notary Public

My Appointment Expires: _____

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 31 day of July, 2009 by and between Frank V. and Sharon M. Shofler, husband and wife, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a temporary construction easement the following described real property, situated in Sedgwick County, Kansas, to-wit:

The South 20.00 feet Lot 108, Sim Park Gardens Addition to Wichita, Sedgwick County, Kansas.
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Ten Thousand Five Hundred Dollars and Zero Cents (\$10,500.00) in the manner following to-wit: cash at closing.
3. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
4. The term of this temporary easement shall be through September 2011 or 30 days after completion of construction, whichever is sooner.
5. The Seller further agrees to convey the above-described premises with all the improvements and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
6. Buyer shall be responsible for the removal of fencing along the westerly portion of the easement area as necessary.
7. Buyer and Seller recognize that trees and shrubs will be removed within the easement area during construction. However, if possible, trees may remain if not required to be removed by construction.
8. Seller shall place no encumbrances on the property during the period from execution of this contract to closing.
9. During construction, Buyer shall cause a temporary fence to be erected along the northerly line of the above described easement. After completion of construction Seller shall have the right to construct a new fence along the north line of the easement area.
10. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before September 30, 2009.

11. Possession to be given to Buyer at closing

12. Closing costs, if any shall be paid 100% by Buyer and 0% by Seller.

13. Site Assessment

A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

BUYER

By Direction of the City Council

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

SELLER

~~Marvin A. Bailey, Sr.~~
FRANK V. SHOFLE SR.

Barbara J. Bailey
SHARON M SHOFLE

City of Wichita
City Council Meeting

August 18, 2009

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
District I

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the attached resolution to schedule the required City Council public hearing to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On April 6, 2009, the Board of Code Standards and Appeals conducted a hearing on the property listed below. The building on this property is considered a dangerous and unsafe structure per State Statutes and local ordinances, and is being presented in order to schedule a condemnation hearing before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous building on this property.

Analysis: Minimum Housing Code violation notices have been issued on this structure; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous building.

Property Address

a. 1035 North Indiana

Council District

I

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The structure has defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

Recommendations/Actions: Adopt the attached resolutions to schedule a public hearing before the City Council on October 13, 2009 at 9:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letters to Council, summaries, and resolutions.

Published in the Wichita Eagle on August 21 and August 28, 2009

RESOLUTION NO. 09-277

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 29 AND 31, WABASH 2ND ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1035 N. INDIANA MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 18th day of August 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 13th day of October 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 29 AND 31, WABASH 2ND ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1035 N. INDIANA, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two story frame dwelling about 28 x 54 feet in size. Vacant for at least 2 years, this structure has shifting and cracking concrete block basement walls; rotted and missing wood lap siding; deteriorating composition roof, with missing shingles; rotted and missing wood trim and framing members; and the front and rear porches are dilapidated, with shifting and cracking concrete.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 18th day of August 2009.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1035 N. INDIANA** and legally described as: **LOTS 29 AND 31, WABASH 2ND ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **October 13, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A two story frame dwelling about 28 x 54 feet in size. Vacant for at least 2 years, this structure has shifting and cracking concrete block basement walls; rotted and missing wood lap siding; deteriorating composition roof, with missing shingles; rotted and missing wood trim and framing members; and the front and rear porches are dilapidated, with shifting and cracking concrete.

(b) Street Address: 1035 N. INDIANA

(c) Owners:
Michael Rolle
505 N. Rock Road #1409
Wichita, KS 67206

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: August 3, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1035 N. INDIANA

LEGAL DESCRIPTION: LOTS 29 AND 31, WABASH 2ND ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 28 x 54 feet in size. Vacant for at least 2 years, this structure has shifting and cracking concrete block basement walls; rotted and missing wood lap siding; deteriorating composition roof, with missing shingles; rotted and missing wood trim and framing members; and the front and rear porches are dilapidated, with shifting and cracking concrete.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

**CITY OF WICHITA
City Council Meeting**

August 18, 2009

TO: Mayor and City Council Members

SUBJECT: Weapons Destruction

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Receive and file the report.

Background: The Police Department has requested authorization to destroy several weapons which have been confiscated in criminal activity but are no longer needed as evidence.

Analysis: City Code provides that weapons seized in connection with criminal activity shall be destroyed or forfeited to the Wichita Police Department. All transactions involving weapon disposal must have prior approval of the City Manager. Lists of weapons being destroyed have been provided (attached), and includes Exhibit A – 30 long guns and 90 handguns. The destruction of the weapons will be witnessed and monitored by staff.

Financial Considerations: None.

Goal Impact: The destruction of seized weapons furthers the goals of Safe and Secure Neighborhoods by permanently removing these weapons from the streets of Wichita.

Legal Considerations: Upon review by the City Council, the necessary court documents will be prepared to proceed with destruction of the listed weapons.

Recommendations/Actions: It is recommended that the City Council receive and file the list of weapons.

Attachment: List of weapons to be destroyed

JULY 09 LONG GUN LIST

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
1	06C100056	ENDERY ROYAL SERVICES		157284	12GA	SE
2	06C97238	REMINGTON	341-P	117271	.22	RB
3	06C87157	MOSSBERG	500A	L073038	12GA	SP
4	06C100626	SAVAGE ARMS	620		12GA	SP
5	06C94875	H & R	349GAMEMASTER		12GA	SB
6	06C94875	WINCHESTER	190	B1830106	.22	RI
7	06C92568	GAUCHA-IGA	UPLANDER	346284	410GA	SE
8	06C85755	REMINGTON	870EXPRESS SUPERMAGNUM	0613567A	12GA	SP
9	06C90878	HAWTHORNE	M149		20GA	SB
10	06C101021	H & R	402		410	SP
11	06C94875	SAVAGE ARMS	120A		.22	RB
12	06C89856	MARLIN	33600	99027527	30/30	RL
13	06C92568	BROWNING	FIELDMODEL28	09348NP121	12GA	SP
14	06C91931	SAVAGE ARMS	STEVENS940E		12GA	SS
15	06C86610	H & R	TOPPER158		20GA	SS
16	06C13313	MOSSBERG	51M		.22	RS
17	06C77482	MOSSBERG	500A	L643211	12GA	SP
18	06C64285	CENTURY ARMS	CETMESPORTER	C25854	308	RI
19	06C13313	MARLIN	336	23054949	3030	RL
20	06C82096	REMINGTON	1100	N380192M	12GA	SI
21	06C75755	MOSSBERG	185-KB		20GA	SB
22	06C69524	SAVAGE ARMS	SPRINGFIELD120		.22	RB
23	06C82096	WINCHESTER	1300YOUTH	L2524607	20GA	SI
24	06C75780	RUSSIA	SKS-45	RH215958	7.62	RI
25	06C81873	REMINGTON	WINGMASTER870	687750VG	12GA	SI
26	06C84015	MARLIN	GLENFIELD75	71411004	.22	RI

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
27	06C82096	MOSSBERG	500A	K402611	12GA	SP
28	06C520851	WINCHESTER	290	108875	.22	RI
29	09C79485	REMINGTON	WINGMASTER870	247452W	16GA	SP
30	06C83743	NEW ENGLAND	PARDNERSB1	NE260302	12GA	SS
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July 2009 Handguns to be Destroyed

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
1	06C88681	DAVIS IND	P-380	AP122672	.380	PI
2	06C100056	NORINCO	213	39008815	9MM	PI
3	06C72495	BRYCO	JENNINGSNINE	1517301	9MM	PI
4	06C52393	DEUTSCHE WERKE		83435	9MM	PI
5	06C52708	SMITH & WESS	SW9VE	PBL0181	9MM	PI
6	06C520851	BRYCO	JENNINGSJ-22	1054245	.22	PI
7	06C71917	RUGER	P89	313-65868	9MM	PI
8	06C84261	HI POINT	JCP	X730363	.40	PI
9	06C80563	JENNINGS	J-22	285382	.22	PI
10	06C79466	RUGER	SUPERBLACKHAWK	82-22552	.44	PR
11	06C79719	NEF	R73	NB012949	.32	PR
12	06C77449	LORCIN	L380	026850	.380	PI
13	06C73728	GLOCK	17	AAC677US	9MM	PI
14	06C72544	LLAMA		A76548	9MM	PI
15	06C81377	COLT	DA38	348098	.38	PR
16	06C82574	RUGER	P85	302-19593	9MM	PI
17	06C75608	RAVEN	MP-25	1710063	.25	PI
18	06C83975	RAVEN	MP-25	1853667	.25	PI
19	06C082096	TAURUS	PT745C	NXL47284	.45	PI
20	06C80645	RG	RG14	341725	.22	PR
21	06C83556	BRYCO	JENNINGSNINE	1372914	9MM	PI
22	06C84069	FIE	GUARDIAN	G611699	.25	PI
23	06C80302	JIMENEZ ARMS	JANINE	037654	9MM	PI
24	06C82797	DETONICS	POCKET9	P5383	9MM	PI
25	06C79205	LORCIN	L380	245072	.380	PI
26	06C76827	RUGER	SP101	573-10335	.357	PR

#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
27	06C75473	FEG	PJK-9HP	B15506	9MM	PI
28	06C74117	SMITH & WESS	22A	UAW3066	.22	PI
29	06C76085	RUGER	SECURITY-SIX	154-35946	.357	PR
30	06C716644	STAR	PD	1407918	.45	PI
31	06C75755	CLERKE	CLERKE1ST		.32	PR
32	06C75483	NORINCO		424302		PI
33	06C78352	INTRATEC	SPORT22	K008818	.22	PI
34	06C74218	COLT	COLTAUTOMATIC	0D43602	.25	PI
35	06C69498	SMITH & WESS	915	TZV8794	9MM	PI
36	06C69402	HI POINT	CF380	P814052	.380	PI
37	06C83932	HERITAGE	ROUGH RIDER	HZ54476	.22	PR
38	06C70212	SMITH & WESS	39-2	A185075	9MM	PI
39	06C85040	JIMENEZ ARMS	JA380	031955	.380	PI
40	06C100599	GLOCK	17	GEK139	9MM	PI
41	06C523771	I.J.A & C. WKS	IJTARGETSEALED8	M96990	.22	PR
42	06C98699	MAKAROV		AB272084	9MM	PI
43	06C86171	LLAMA	MINIMAX45	71040983804	.45	PI
44	06C86171	RUGER	P85MKII	303-14276	9MM	PI
45	06C93268	H & R	949	AU174461	.22	PR
46	06C100738	BRYCO	BRYCO59	935277	9MM	PI
47	06C90409	BRYCO	38	227290	.380	PI
48	06C96857	LORCIN	L380	542408	.380	PI
49	06C89246	SPRINGFIELD	1911-A1	N318254	.45	PI
50	06C95503	COLT	MKIVSERIES80	RR33849	.380	PI
51	06C85224	SMITH & WESS		S918353	.38	PR
52	06C101109	TAURUS	66	ND935519	.357	PR

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#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
53	06C94461	RUGER	SINGLESIX	62-56729	.22	PR
54	06C97894	RG	RG14	L553274	.22	PR
55	06C92612	FIE	E22	AB16998	.22	PI
56	06C92282	COBRA	FS380	FS009276	.380	PI
57	06C97274	TITAN		0300720	.25	PI
58	06C94875	RAVEN	MP25	843256	.25	PI
59	06C100286	ROSSI	M68	AA306505	.38	PR
60	06C91754	BROWNING	BUCKMARK	655NT21806	.22	PI
61	06C92548	BERETTA	92FS	BER416603	9MM	PI
62	06C95579	HI POINT	C9	P157478	9MM	PI
63	06C93673	TAURUS	2384605	YH99973	.357	PR
64	06C89668	MAADI	CADET-1	EP01777	9MM	PI
65	06C87368	SIG SAUER	P226	U369167	9MM	PI
66	06C91761	JIMENEZ	JANINE	003584	9MM	PI
67	06C91738	HI POINT	CF380		.380	PI
68	06C91047	RUGER	SUPERREDHAWK		.44	PR
69	06C88587	WALTHER	PP	57491	7.65	PI
70	06C88584	DERRINGER CORP		5867	.22	PD
71	06C95373	BRYCO	JENNINGSNINE	1383098	9MM	PI
72	06C87634	JIMENEZ ARMS	JANINE	037651	9MM	PI
73	06C87841	JIMENEZ	JA380	030162	.380	PI
74	06C85357	BERETTA	92FS	E23503Z	9MM	PI
75	06C86870	FIE	LITTLERANGER	TX65234	.22	PR
76	06C87841	HI POINT	C9	P1305975	9MM	PI
77	06C86105	BRYCO	JENNINGSNINE	1412075	9MM	PI

78	06C91531	BROWNING		66190P6	.22	PI
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#	CASE NUMBER	MAKE	MODEL	SERIAL NUMBER	CAL	TYPE
79	06C95120	RAVEN	MP25	1062330	.25	PI
80	06C85557	RUGER	SECURITYSIX	159-14247	.357	PR
81	06C99470	FIE	E22	AB06527	.22	PI
82	06C100179	CHARTER ARMS	UNDERCOVER	385438	.38	PR
83	06C93441	JENNINGS	J-22	012962	.22	PI
84	06C91761	JIMENEZ ARMS	JANINE	035021	9MM	PI
85	06C96133	TAURUS	PT92AF	TVK01640	9MM	PI
86	06C93425	DAVIS	P380	AP365823	.380	PI
87	06C96133	BRYCO	JENNINGST380	132191	.380	PI
88	06C88552	RAVEN	MP-25	1450033	.25	PI
89	06C99918	TAURUS	TRACKER	XF191490	.357	PR
90	06C88766	COBRA	FS380	FS016248	.380	PI
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City of Wichita
City Council Meeting
August 18, 2009

TO: Mayor and City Council

SUBJECT: 2009 Self-Insurance Health Insurance Program-Plan Amendment CHIPRA-7

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Amendment.

Background: On November 21, 2006, the City Council approved the Coventry Health Care, Inc. as the City of Wichita's Third Party Administrator (TPA) effective January 1, 2007 through December 31, 2009. The City Council approves all plan changes relating to the Summary Plan Description.

Analysis: Summary Plan Description Amendment 2009 CHIPRA-7 is required by Titles XIX and XXI of the Social Security Act. Persons who lose their Medicaid, Health Waves and other federally funded health program coverage now have 60 days to enroll in the City's Self-Insured Health Plan. The City's current Summary Plan Description only allows enrollments within 30 days of qualifying events. Thus, the City's Summary Plan Description has to be amended to allow enrollments within 60 days of loss of previously federally funded health care coverage.

Financial Considerations: The cost to the City's Self-Insurance Health Plan will be minimal.

Goal Impact: The employee health and prescription drug program is a part of the Internal Perspective goal. The City's strategic health care plan combines employee Wellness programs, self-insured health and Rx plans (which provide the City with much more flexibility), disease management and nurse coaches to minimize future health insurance premium increases for the employees and the City.

Legal Considerations: The Plan Amendment has been approved as to form by the City Attorney's office. The Plan Amendment is effective January 1, 2009.

Recommendation/Action: It is recommended that the City Council approve Plan Amendment 2009 CHIPRA-7 and authorize the appropriate signatures.

Attachments:
Plan Amendment 2009 CHIPRA-7

PLAN AMENDMENT

Employer: City of Wichita

Effective Date: April 1, 2009

Plan Name: City of Wichita Group Health
Benefit Plan

Amendment Number: 2009 CHIPRA - 7

In accordance with GENERAL PROVISION: Amendment or Termination, as specified in the Summary Plan Description, the Plan Document is hereby amended to read as follows:

As stated herein, the Eligibility, Enrollment, & Effective Dates is amended and replaced by the following provision:

Enrollment

All individuals meeting the eligibility requirements of this section may enroll with the Plan for Coverage during the Open Enrollment Period or a Special Enrollment Period.

Any new employee may enroll with the Plan for Coverage under this Agreement within sixty (60) days after becoming eligible. If the employee fails to submit an Employee Enrollment/Change Form for purposes of enrolling with the Plan for Coverage within sixty (60) days after becoming eligible, he or she is not eligible to enroll until the next Open Enrollment Period unless there is a special enrollment.

A special enrollee may enroll with the Plan for Coverage as provided below.

Eligible Employees or their Dependents who do not enroll during an initial eligibility period, or within sixty (60) days of first becoming eligible for Coverage are not eligible to enroll until the next open enrollment period, unless they are eligible to enroll as a special enrollee, as described below.

Special Enrollment

Special Enrollment Due to Loss of Other Coverage. Subject to the conditions set forth below, an Eligible Employee and his or her Dependents may enroll in the Plan if the Eligible Employee waived initial Coverage under the Plan at the time Coverage was first offered because the Eligible Employee or Dependent had other Coverage at the time Coverage under the Plan was offered and the Eligible Employee's or Dependent's other Coverage was:

- COBRA continuation Coverage that has since been exhausted; or,
- If not COBRA continuation Coverage, such other Coverage terminated due to a loss of eligibility for such Coverage or employer contributions toward the other Coverage terminated. The term "loss of eligibility for such Coverage" includes a loss of Coverage due to legal separation, divorce, death, termination of employment, or reduction in the number of hours of employment. This term does not include loss of Coverage due to failure to timely pay required contributions or Premiums or loss of Coverage for cause (i.e., fraud or intentional misrepresentation).

Required Length of Special Enrollment. An employee and his or her Dependents must request special enrollment in writing no later than sixty (60) days from the date that the other Coverage was lost.

Effective Date of Coverage. If the employee or Dependent enrolls within the 60 day period, Coverage under the Plan will become effective no later than the first (1st) day of the first (1st) calendar month after the date the completed request for special enrollment is received.

Enrollment Due to New Dependent Eligibility. Subject to the conditions set forth below, an Eligible Employee and his or her Dependents may enroll in the Plan if the Eligible Employee has acquired a Dependent through marriage, birth, adoption or placement for adoption.

- **Non-Participating Eligible Employee.** An Eligible Employee who is eligible but has not yet enrolled may enroll upon marriage or upon the birth, adoption or placement for adoption of his or her child (even if the child does not enroll).
- **Non-Participating Spouse.** Your Spouse may enroll at the time of marriage to You, or upon the birth, adoption or placement for adoption of his or her child (even if the new child does not enroll).
- **New Dependents of Covered Employee.** A child who becomes a Dependent of a Covered employee as a result of marriage, birth, adoption or placement for adoption may enroll at that time.
- **New Dependents of non-enrolled Eligible Employee.** A child who becomes a Dependent of a non-enrolled Eligible Employee as a result of marriage, birth, adoption or placement for adoption may enroll at that time but only if the non-enrolled Eligible Employee is eligible for enrollment and enrolls at the same time.

Required Length of Special Enrollment. An Eligible Employee and his or her Dependents must request special enrollment in writing no later than sixty (60) days from the date of marriage, birth, adoption or placement for adoption.

Effective Date of Coverage. Coverage shall become effective the day of the qualifying event.

Notification of Change in Status. A Covered employee must notify the Plan of any changes in status or the status of any Dependent within sixty (60) days after the date of the qualifying event. This notification must be submitted on a written Employee Enrollment/Change Form to the Plan. Events qualifying as a change in status include, but are not limited to, changes in address, employment, divorce, marriage, dependency status, Medicare eligibility or Coverage by another payer. The Plan should be notified within a reasonable time of the death of any Member.

Effective Date

During Open Enrollment Period: An Eligible Employee or Retiree, and their Eligible Dependent(s), who enroll during a Open Enrollment Period shall be Covered as of the first (1st) day of January following the date that he or she completes the application for coverage, so long as the Plan receives the employee's completed Employee Enrollment/Change Form within the Open Enrollment Period specified by the City of Wichita. Such documentation, may include, but is not limited to court order requiring dependent coverage, marriage license, adoption agreement, etc.

Newly Hired Employees: A newly hired Eligible Employee, and their Eligible Dependent(s), shall be Covered upon the first (1st) day of the calendar month from the date of hire, so long as the Plan receives the employee's completed Employee Enrollment/Change Form and appropriate documentation within sixty (60) days of becoming eligible for Coverage. Such documentation, may include, but is not limited to court order requiring dependent coverage, marriage license, adoption agreement, etc.

Newly Eligible Employees: An Eligible Employee, and their eligible Dependent(s), who become eligible for Coverage during the Plan year, shall be Covered as of the first (1st) day of the month following the date that he or she first becomes eligible so long as the Plan receives the employee's completed Employee Enrollment/Change Form and appropriate documentation within sixty (60) days of becoming eligible for Coverage. Such documentation, may include, but is not limited to court order requiring dependent coverage, marriage license, adoption agreement, etc.

Special Enrollees: Special enrollees shall be Covered under this Agreement as provided in this Section. Employees wishing to enroll dependents must provide appropriate documentation within sixty (60) days of becoming eligible for Coverage. Such documentation, may include, but is not limited to court order requiring dependent coverage, marriage license, adoption agreement, etc.

Member Effective Date for Dependents

Eligible Dependents who are special enrollees shall be Covered as stipulated in the Special Enrollment Section provided that a child born to the Subscriber or Subscriber's Spouse is automatically Covered for the treatment of Injury or Illness, including medically diagnosed congenital defects, birth abnormalities, prematurity and routine nursery care, for the first sixty (60) days from the date of birth. To the extent permitted by applicable state law, additional premium shall be paid for this Coverage. For Coverage to continue beyond the first sixty (60) days, application to add the child as a Dependent must be received within sixty (60) days from the date of birth. Upon notification, if additional forms are required the Member will be provided all forms and instructions necessary to enroll the newly born child and an additional ten (10) days from the date the forms and instructions are provided in which to enroll the newly born child.

An adopted child is Covered from the date of birth if a petition for adoption is filed within sixty (60) days of the birth of such child or from the date of placement for the purpose of adoption if a petition for adoption is filed within sixty (60) days of placement of such child. Such Coverage shall continue until the legal adoption occurs or the date that the placement is disrupted prior to legal adoption and the child removed from placement. In this section, placement means in the physical custody by the adoptive parent.

Dependents eligible for Coverage as a result of a Qualified Medical Child Support Order ("QMCSO") shall be Covered as of the date specified in the order. If no date is specified in the order, Coverage shall be effective as of the date the order is issued by the court. In addition, a Subscriber, a state agency, or an Alternate Recipient may enroll a Dependent child pursuant to the terms of a valid QMCSO. A child who is eligible for Coverage pursuant to a QMCSO may not enroll Dependents for Coverage under the Plan.

Dependent Coverage under the Plan is subject to payment of the required contribution by the Subscriber, if any contribution is required. In the case of a child who is eligible for Coverage pursuant to a QMCSO, payment of the required contribution is to be made for such child, by the custodial parent or legal guardian of such child, or by a state agency. The Plan will notify the Employer Group of the amount of the required total Premium payable to the Plan. Upon agreement by the Plan and the Employer Group, the parties may change the required Premium contribution of Subscribers.

As stated herein, the Eligibility, Enrollment, & Effective Dates is amended to add the following provision:

Enrollment Pursuant to Termination of Medicaid or CHIP Coverage.

Subject to the conditions set forth below, an employee who is eligible but not enrolled, or the Dependents of such Eligible Employee, if eligible but not enrolled, may enroll in this Health Plan if either of the following two conditions are satisfied.

Termination of Medicaid or CHIP Coverage. The Eligible Employee or Dependent may enroll if the Eligible Employee or Dependent is covered under a Medicaid plan under Title XIX of the Social Security Act, or under the State Children's Health Insurance Program ("SCHIP") under Title XXI of the Social Security Act, and coverage of the Eligible Employee or Dependent under either the Medicaid or SCHIP plan is terminated as a result of loss of eligibility under such plan.

Eligibility for Employment Assistance Under Medicaid or SCHIP. The Eligible Employee or Dependent may enroll if the Eligible Employee or Dependent becomes eligible for premium or other assistance with respect to coverage under this Health Plan, pursuant to a Medicaid plan or SCHIP plan (including any waiver or demonstration product conducted under or related to such Medicaid or SCHIP plan).

Required Length of Special Enrollment Notification. An Eligible Employee and/or his or her Dependents must request special enrollment in writing no later than sixty (60) days from the date of termination of the Medicaid/SCHIP eligibility or the date the Eligible Employee or Dependent is determined to be eligible for the premium assistance.

Effective Date of Coverage. Coverage shall become effective on the first day of the month following the month in which the Health Plan received the request for Special Enrollment.

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Except as stated herein nothing other than the specified provisions in this document shall be deemed altered.

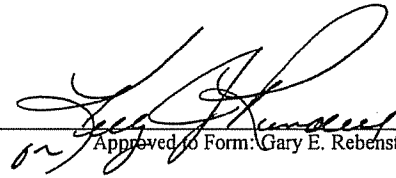
Accepted by:

Carl Brewer, Mayor, City of Wichita

Date

ATTEST: Karen Sublett, City Clerk

Date



on

Approved to Form: Gary E. Rebenstorf, Director of Law

Date

City of Wichita
City Council Meeting
August 18, 2009

TO: Mayor and City Council

SUBJECT: ARRA Street Maintenance Projects (Districts I & VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the projects.

Background: On April 21, 2009, the City Council approved project applications for American Reinvestment and Recovery Act (ARRA) funds. Kansas Department of Transportation (KDOT) Officials have advised the five Wichita projects recommended for the Wichita Area Metropolitan Planning Organization were approved for funding. On July 7, 2009, the City Council approved City/State agreements that provide for City administration of the bidding and construction phases of these projects. Three of the projects provide for street rehabilitation: Broadway, between Central and 12th Street; Washington, between 1st Street and Central; and Hillside, between 9th Street and 12th Street.

Analysis: The work will consist of asphalt mill and overlay on Broadway; concrete pavement repair on Washington and concrete pavement replacement on Hillside.

Financial Considerations: ARRA funding available is: Broadway - \$486,000, Washington - \$432,000, and Hillside - \$864,000. Funding is available in the Street Maintenance budget for project administration and inspection.

Goal Impact: These projects address the Efficient Infrastructure goal by providing needed maintenance of three arterial streets.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the projects.

Attachments: Map



City of Wichita
City Council Meeting
August 18, 2009

TO: Mayor and City Council

SUBJECT: Request for Sewer Service Outside the City Limits of Wichita
and Petition and Consent to Annexation

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the application for sewer service outside the corporate limits of the City of Wichita and the related petition and consent to annexation

Background: Mark and Nancy Moxley, owners of 15455 E. 13th Street North, reside outside the corporate city limits of Wichita, and desire to connect to the City's sanitary sewer system.

Analysis: City policy requires that an application be made by the owners, which not only requests City sewer service, but also petitions and consents to annexation of the land by the City of Wichita. The annexation will take place at such time as the City determines it to be appropriate.

Financial Considerations: There are no costs associated with the Application.

Goal Impact: This addresses ensuring efficient infrastructure by providing reliable sewer service to the Water Utility customers.

Legal Considerations: The application has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the application for outside City sewer services; and 2) authorize the necessary signatures.

Attachments: Application for sewer service outside the corporate limits of the City of Wichita with related petition and consent to annexation.

Approved/Accepted by City Council this _____

**APPLICATION FOR SEWER SERVICE
OUTSIDE THE CORPORATE LIMITS OF
THE CITY OF WICHITA
AND RELATED PETITION AND CONSENT TO ANNEXATION**

The Governing Body of the City of Wichita, Kansas, this 7-28-09 approved and files the
(Date)

application of MARK + Nancy Moxley for sewer service to the following property:
(Name of applicant)

15455 E 13th St
(Address and/or legal description of the property)
Wichita KS 67230

The applicant agrees to abide by the established rules and regulations of the Wichita Water and Sewer Department now in force, or which may hereafter be enacted or adopted by said Department of the City of Wichita, Kansas, and to pay for service at the established rate, all in accordance with Section 16 of the Code of the City of Wichita, or as amended. The applicant further agrees to have a drain layer licensed by the City of Wichita acquire a sewer permit and install the service line using City approved materials and installation methods.

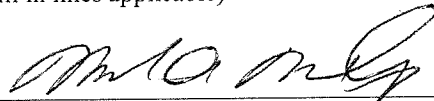
The owners of land covered hereunder do hereby consent to, petition and request the annexation of such lands by the City of Wichita at such time as it determines appropriate (as contemplated in K.S.A. 12-519 et. seq.) Until such time as the annexation occurs, the owners covenant and agree they will not seek incorporation as a separate city nor annexation to any other city of the land, or any part thereof. The foregoing consent to annexation and covenants are hereby made binding on all heirs, successors and assigns and are made a covenant to run with the land and shall not be withdrawn without the consent of the City of Wichita; and in the event such consent is given, said services above may be terminated at the option

of the City of Wichita. The undersigned agrees not to transfer title to the above premises or any portion thereof without notifying the purchaser of the existence of this application, but failures of purchasers of above property or any portion thereof to have actual notice of this application shall not diminish or enlarge the rights or obligations imposed hereunder.

The undersigned agrees that upon failure to comply with the terms of this agreement and permit, the covered service may be denied to the property above described and said service may be terminated without notice, all in accordance with the ordinance and regulations of the City. This remedy is in addition to all other legal remedies available to the City to assure full compliance with this agreement and permit.

SIGNATURES-INDIVIDUAL

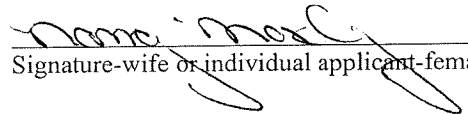
APPLICANT-INDIVIDUAL
(fill in lines applicable)



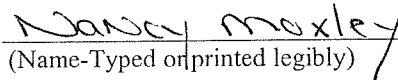
Signature-husband or individual applicant-male



(Name-Typed or printed legibly)



Signature-wife or individual applicant-female



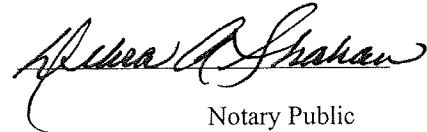
(Name-Typed or printed legibly)

If married, both husband and wife must sign application.

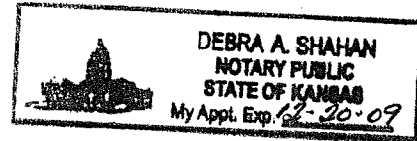
Notarization-Individual

STATE OF KANSAS, SEDGWICK COUNTY, SS:

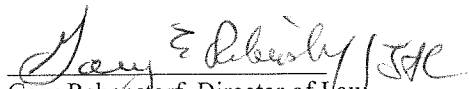
BE IT REMEMBERED, that on this 28th day of July, 20 09, personally appeared
before me, a Notary Public in and for the County and State aforesaid, MARK A. MOXLEY
& NANCY MOXLEY, personally known to be the same person(s) who executed the foregoing
instrument of writing and duly acknowledged the execution thereof.


Notary Public

My Appointment Expires: 12-20-09



APPROVED AS TO FORM:

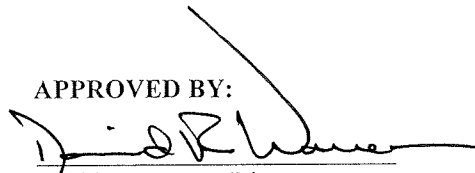


Gary Rebenstorf, Director of Law

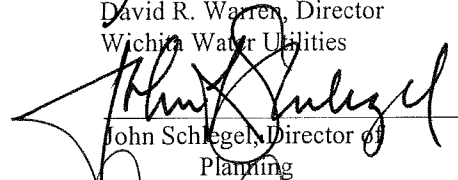
ATTEST:

Karen Sublett, City Clerk

APPROVED BY:



David R. Warren, Director
Wichita Water Utilities



John Schlegel, Director of
Planning



Jim Armour, City Engineer

Carl Brewer, Mayor

Second Reading Ordinances for August 18, 2009 (first read on August 11, 2009)

Approval of Economic Development Incentives Agreement, Premier Processing, Inc. (District V)

ORDINANCE NO. 48-405

An ordinance of the City of Wichita, Kansas, prescribing the form and authorizing the execution of a Forgivable Loan Agreement and Promissory note by and between Premier Processing, LLC and the City of Wichita, Kansas.

DR2008-06 - South Central Neighborhood-Wide Residential Rezoning Proposal. (Districts I and III)

ORDINANCE NO. 48-406

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

SUB 2008-99 -- Plat of Bulloch Addition located on the north side of Harry, west of Greenwich Road. (District II)

ORDINANCE NO. 48-407

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

SUB 2009-23 -- Plat of Simmons 2nd Addition located north of Central, west of Meridian.

ORDINANCE NO. 48-408

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.